

Agenda



Agenda

CITY COMMISSIONERS OF THE CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1
Mayor Pro-Tem/Commissioner – Ronald Allen – Seat 5
Pamala Harrison-Bivins – Seat 2
Don C. Clark – Seat 4
Robby Strickland – Seat 3
Robert Smith – City Manager

January 11th, 2010
7:00 PM

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Department, ADA Coordinator, at 352-330-1330, Ext. 102, forty-eight (48) hours in advance of the meeting.

F.S.S. 286.0105A-If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The City of Wildwood DOES NOT provide this verbatim record).

AGENDA

- THE MEETING IS CALLED TO ORDER BY THE MAYOR
- INVOCATION
- FLAG SALUTE
- OATH OF OFFICE to MAYOR Ed Wolf; COMMISSIONERS Pamala Harrison-Bivins and Don C. Clark by JUDGE Thomas Skidmore
- Selection of MAYOR PRO-TEM

1. TIMED ITEMS AND PUBLIC HEARINGS

7:00 PM (a)	NONE AT THIS TIME	
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* Quasi Judicial Hearing

2. REPORTS AND PUBLIC INPUT

- SPECIAL PRESENTATION: Supervisor of Elections Karen Krauss to present "Certificate of Election" to Mayor Ed Wolf; Commissioner Pamala Harrison-Bivins; and Commissioner Don C. Clark (Attachments)
 - a. City Manager
 - b. City Attorney
 - c. City Clerk
 - d. Commission Members
 - e. Public Forum (10 minute time limit)
 - f. Notes, Reports, and items for the file as attached

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

1. Minutes of Regular Meeting held on December 14th, 2009 (Attachments – Staff recommends approval)
2. Minutes of Regular Meeting held on December 28th, 2009 (Attachments – Staff recommends approval)

b. **ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)**

1. None

c. **RESOLUTIONS FOR APPROVAL:**

1. Resolution No. R2010-01, a resolution changing the time of the regular commission meetings from 7:00 PM to 6:00 PM (Attachment – Staff Recommends Approval)
2. Resolution No. R2010-02, a resolution authorizing the execution of an FDOT Utility Agreement (see item 3.e.2. below) (Attachment – Staff Recommends Approval)
3. Resolution No. R2010-03, a resolution setting and amending refuse rates (Attachment – Staff Recommends Approval)
4. Resolution No. R2010-04, a resolution providing for reservation fees for use of the Oxford Community Center (Attachments – Staff Recommends Approval)

d. **APPOINTMENTS**

1. Appointment of new member to represent the city on the Sumter County Fire Advisory Board to replace Commissioner Johnson (does NOT have to be a commissioner – see attached) (currently meets the first Wednesday of month at 6:00 PM in Bushnell) (Attachments – Board Option)
2. Citizens Advisory Committee: Lake Sumter MPO – Reappoint Stephen Stone (NO Attachment)
3. Technical Advisory Committee: Lake Sumter MPO – Reappoint David Grimm; Alternate Jason McHugh (NO Attachment)
4. Ex-Officio Board Member and Alternate: Board Discretion (Meet 4th Wednesday of the month at 2PM in Tavares) (NO Attachment)
5. Discussion relative to re-appointments and number of members on each board (Attachments)

e. **CONTRACTS AND AGREEMENTS**

1. FDOT Utility Work Agreement for “utility work” within the public road or publicly owned rail corridor (Attachments – Staff Recommends Approval)

f. **FINANCIAL**

1. Bills for Approval (Attachments – Staff Recommends Approval)

g. **GENERAL ITEMS FOR CONSIDERATION**

1. Request for release of Order of Enforcement & Lien against Don A. Young, Jr., Case No. SM-041-08 (Attachments – Staff Recommends Approval)
2. Approval of parade route and use of MLK Park by BW City Ministries (Attachments – Board Option)
3. Approval requested for the Consent to Partial Assignment of ERC's under a Developer's Agreement (Power Corp to Harrigan Builders, Inc.) (Attachments – Staff Recommends Approval)

▪ **CLOSE PUBLIC MEETING FOR AN EXECUTIVE SESSION:**

- City Manager, Robert Smith – Discussion on settlement strategies/mediation with DCA case

▪ **REOPEN PUBLIC MEETING**

4. **ADJOURN**

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**NOTES – NO ACTION REQUIRED:**

- a. None

**REPORTS:**

**CITY MANAGER:**

- 1. Photo – FYI – CR139 utility extensions to the SC Government Office Complex (Attachment)
- 2. Memo from Chief Reeser regarding WPD application for grants for 2009/2010 (Attachment)
- 3. ATS red-light camera update (Attachments)
- 4. DCA Update (NO Attachments)

## **2. REPORTS AND PUBLIC INPUT**

- **SPECIAL PRESENTATION:** Supervisor of Elections Karen Krauss to present "Certificate of Election" to Mayor Ed Wolf; Commissioner Pamala Harrison-Bivins; and Commissioner Don C. Clark (Attachments)

### **(a) CITY MANAGER:**

#### **NOTES:**

None

#### **REPORTS:**

- (1.f.) Photo – FYI – CR139 utility extensions to the SC Government Office Complex (Attachment)
- (2.f.) Memo from Chief Reeser regarding WPD application for grants for 2009/2010 (Attachment)
- (3.f.) ATS red-light camera update (Attachments)
- (4.f.) DCA Update (NO Attachments)

### **(b) CITY ATTORNEY:**

(1)

### **(c) CITY CLERK:**

(1)

### **(d) COMMISSION MEMBERS:**

(1)

### **(e) PUBLIC FORUM:**

(1)

### **(f) NOTES/REPORTS/FILED ITEMS:**

(1) (See (a) - City Manager)



# *Karen S. Krauss, Supervisor of Elections*

## *Sumter County, Florida*

900 N Main Street • Bushnell, FL 33513-6146 • Phone (352) 793-0230 • FAX: (352) 793-0232 •  
• [www.sumterelections.org](http://www.sumterelections.org) • [kkrauss@sumterelections.org](mailto:kkrauss@sumterelections.org)

2. REPORTS & PUBLIC INPUT: SPECIAL PRESENTATION  
- Certificates of Election from Supervisor of Elections,  
Karen Krauss, to newly elected officials



To:

From: Karen S. Krauss

Date: December 10, 2009

Re: Certificate

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Congratulations! Enclosed you will find a certificate that has been prepared for you regarding this election and the seat you have won.

We hope that your experience during the election process has been a positive one and if you have any suggestions or comments in which you would like to convey to us, please do so.

Again, let me congratulate you on your winning this seat.



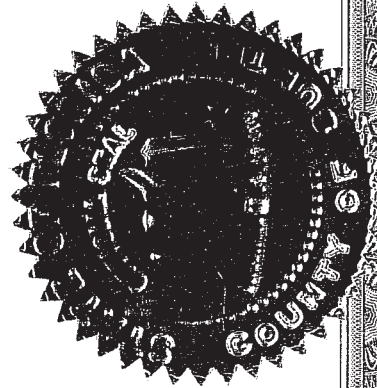
# Certificate of Election

Sumter County, Florida  
Office of the Supervisor of Elections

Pursuant to Chapter 102.155, Florida Statutes, this is to certify that

Don C. Clark

was elected to the office of Commissioner #4 in and for City of Wildwood, at the General Election held on the 8th day of December, 2009 either by having received the highest number of votes for said office at said election, or having been unopposed, as shown by the records on file in this office.



*Karen D. Krauss*  
Karen D. Krauss  
Supervisor of Elections



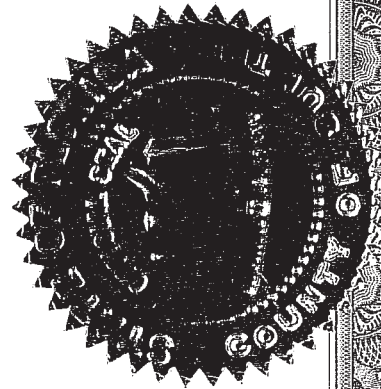
# Certificate of Election

Sumter County, Florida  
Office of the Supervisor of Elections

Pursuant to Chapter 102.155, Florida Statutes, this is to certify that

Pamala Harrison-Bivins

was elected to the office of Commissioner #2 in and for City of Wildwood, at the General Election held on the 8th day of December, 2009 either by having received the highest number of votes for said office at said election, or having been unopposed, as shown by the records on file in this office.



*Karen A. Krauss*

Karen A. Krauss

Supervisor of Elections



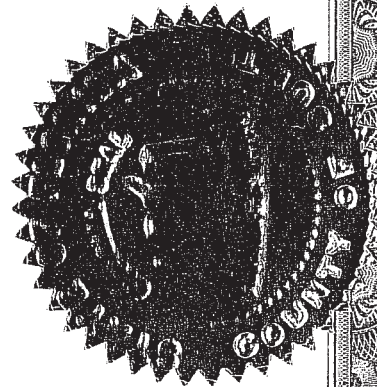
# Certificate of Election

Sumter County, Florida  
Office of the Supervisor of Elections

Pursuant to Chapter 102.155, Florida Statutes, this is to certify that

Ed Wolf

was elected to the office of Mayor / Commissioner #1 in and for City of Wildwood, at the General Election held on the 8th day of December, 2009 either by having received the highest number of votes for said office at said election, or having been unopposed, as shown by the records on file in this office.

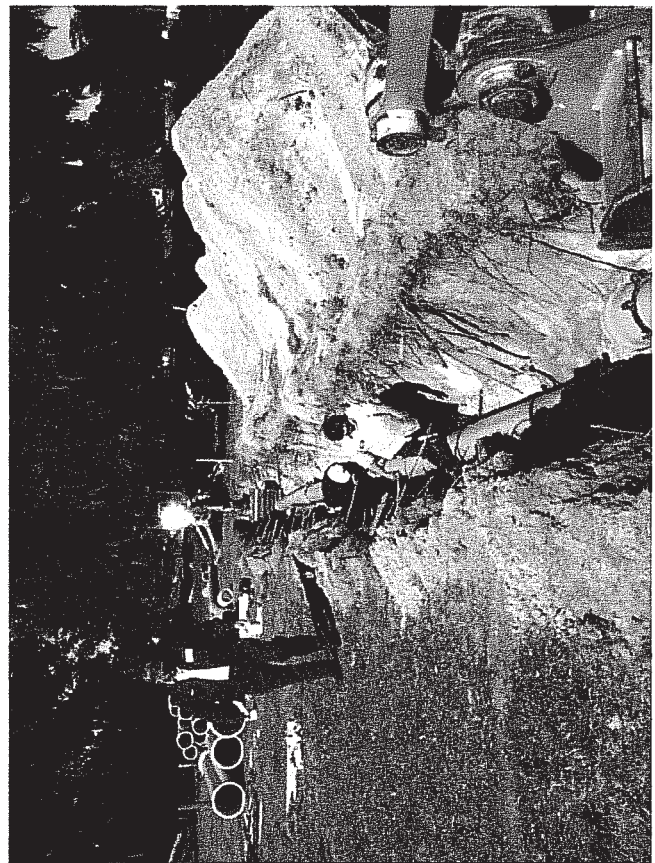


*Karen S. Krauss*  
Karen S. Krauss  
Supervisor of Elections



to SC Gov't. Office Complex

## CITY WORK CREW CR 139 UTILITY EXTENSIONS to SC Gov't. Office Bldg.





CITY OF WILDWOOD POLICE DEPARTMENT

2. (a) REPORTS & PUBLIC INPUT  
(2.f.) Memo from Chief Reeser – Grant Status  
for 2009-2010

Date: January 05, 2010  
To: Robert Smith, City Manager  
From: E.W. Reeser, Chief of Police  
Subject: 2009 / 2010 Grant Status

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To date the Wildwood Police Department has applied for the following grants. The purpose and intent of our grant writing projects were to find alternative ways to help facilitate the operation of the police department. Listed below are the grants that we applied for and the status of each grant:

1. Federal JAG \$27,197.00 - approved, received and disseminated
2. State JAG \$18,,489.00 - approved, items ordered.
3. Wal-Mart Villages \$1,000.00 - approved, received and disseminated
4. Wal-Mart Summerfield \$1,000.00 approved 1/5/2010
5. ASPA \$4,500.00 - pending reply
6. State Farm \$5,000.00 pending reply
7. NRA \$1,500.00 - pending reply
8. COPS additional officers - pending reply
9. States DOT \$15,000.00 denied
10. U.S.D.A. - \$80,000.00 (25% match) -In process
11. State DOT \$13,000.00 denied

Approved as of this date is a total of \$47,668.00 at no cost to the City of Wildwood.

**CITY OF WILDWOOD  
EXECUTIVE SUMMARY**

**SUBJECT:** ATS: Red Light Camera Status

**REQUESTED ACTION:** Information Only

☐ Work Session (Report Only)

**DATE OF MEETING:** 1-11-10

☒ Regular Meeting

☐ Special Meeting

**CONTRACT:** ☐ N/A

Vendor/Entity: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:**

☐ Annual

**FUNDING SOURCE:** \_\_\_\_\_

☐ Capital

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

☐ N/A

**HISTORY/FACTS/ISSUES:**

Mayor and Commission,

City staff has been coordinating with ATS systems regarding the implementation of the red light camera system. Subsequent to the approval of the system and the two locations, ATS has had to reconsider one of the locations. According to their site surveys and construction teams, there is not enough private right of way to construct the camera system on the SR 44 /US 301 intersection. The justified direction was east bound through the intersection. Due to the recent construction and right of way acquisition by the State, the implementation of the system at this intersection is on hold. Once Legislation is passed allowing private companies to install cameras on public right of way/infrastructure this section will be re-analyzed.

As for the second location, southbound US 301/44A-Lynum, the construction teams will begin negotiations with the private property owners to acquire the property necessary to install the cameras. A kick off meeting is currently being scheduled and further updates will follow.

Regards,

Robert Smith  
City Manager

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
REGULAR MEETING  
DATE: December 14<sup>th</sup>, 2009 TIME: 7:00 PM  
CITY HALL COMMISSION CHAMBER

|                                          |                                                      |
|------------------------------------------|------------------------------------------------------|
| <b>3. NEW BUSINESS – ACTION REQUIRED</b> |                                                      |
| <b>(a)</b>                               | <b>Minutes</b>                                       |
| <b>1.</b>                                | <b>December 14<sup>th</sup>, 2009 – Regular Mtg.</b> |

(meeting taped)

The City Commission of the City of Wildwood met in regular session December 14, 2009 at 7:00 p.m. in the City Hall Commission Chamber.

Present were: Commissioners Strickland, Johnson, Bivins and Allen. (Commissioner Allen acting in his capacity as Mayor-Pro Tem due to the absence of Mayor Wolf) Also present: City Manager Smith, City Clerk Jacobs, City Attorney Blair, Chief Reeser, AVT Law, Development Director Peavy and Projects/Planner Dave Grimm.

The meeting was called to order by Mayor Pro-Tem Allen with Commissioner Johnson giving the invocation and audience joining in the Pledge of Allegiance to the American Flag.

1. TIMED ITEMS AND PUBLIC HEARINGS:

- a. Ordinance No. O2009-21, an ordinance amending Section 19-208.5 of the COW Code pertaining to wastewater discharge limits (Attachments – Staff Recommends Approval)

O2009-21 was read by title only and meeting opened for Public Hearing. No comments were received.

Motion by Commissioner Johnson; second by Commissioner Bivins that Ordinance No. O2009-21: An Ordinance Of The City Of Wildwood, Florida, Amending Section 19-208(5), of the City of Wildwood Code and Ordinance Number 279, of the City of Wildwood Code; Providing for new local wastewater discharge limits; Providing for conflict; and Providing for An Effective Date: be adopted on second final reading. Motion carried. All voting yea.

- b. Special Master recommendation regarding the proposed small scale land use amendment and the re-zoning of certain property for applicant – Sumter Electric Cooperative, Inc. (Attachment – Staff Recommends Approval)

Melanie Peavy provided the Commission with the summary of action taken leading to the request on the agenda. Melanie noted that this request also included a portion of Parcel K03=001 although it is not reflected on the summary information provided and that K03=001 is included in the Ordinance NO. 02009-22.

Mayor Pro-Tem Allen asked when we change a piece of property from County Agriculture to City Agriculture if there was any change in the tax benefit received by the City. Melanie explained that no tax benefit is changed and that the City receives the benefit upon annexation when our millage is added to the tax computation.

Commissioner Strickland inquired of the status of applications for the 77.73 acre balance for Small scale land use amendments. City Manager and Melanie responded not many.



Motion by Commissioner Johnson; second by Commissioner Strickland to accept the Special Magistrate's recommendation and approves the request for CP 2009-11-01 & RZ 2009-10-01 for a small scale Land use change to amend the Comprehensive Plan from County agricultural to City Agricultural and rezoning from County Agricultural to City Agricultural on parcel K03=003 and K03=001 to accommodate for the future expansion of an existing sub-station based on the requirements of chapter 3.3 of the Land Development Regulations. Motion carried. All voting yea.

- c. First reading of Ordinance No. O2009-22, an ordinance proposing a small scale land use amendment for Sumter Electric Co-Op K03=003 and a portion of K03=001 (Attachments – Staff Recommends Approval)

Ordinance No. 02009-22, an Ordinance of the City of Wildwood proposing a small scale Land use amendment to the adopted local comprehensive plan and future land use map; In accordance with the Growth Management Act of 1985, As Amended; providing for conflict and providing for an effective date was read for first reading by title only.

No action taken on first reading.

- d. First reading of Ordinance No. O2009-23, an ordinance proposing the re-zoning of certain real property for Sumter Electric Co-Op K03=003 and a portion of K03=001 (Attachments – Staff Recommends Approval)

Ordinance No. 02009-23 , an Ordinance of the City of Wildwood Rezoning certain Real property in compliance with the adopted local comprehensive plan and future land use map; In accordance with the Growth Management Act of 1985, As Amended; providing for conflict and providing for an effective date was read for first reading by title only.

No action taken on first reading.

\*Quasi-Judicial

- SPECIAL PRESENTATION: Projects Update by David Grimm, City's Projects Planner/Coordinator (Attachments)

Brief verbal update given by Dave Grimm to supplement the agenda attachments provided.

2. REPORTS AND PUBLIC INPUT:

a. City Manager

- 1. Update on DCA negotiations and the meeting with DCA on December 17<sup>th</sup>, 2009 (NO Attachments)

CM Smith reports that there are some major issues that will have to be resolved. Some of the minor details spoke about at the August 26<sup>th</sup> meeting have become bigger than anticipated. If we are unable to resolve all of the issues including the DRI issues we will possibly have to go to mediation on January 15<sup>th</sup>. The City Attorney was going to ask that we set a Special meeting on January 11<sup>th</sup> at 6:00 P.M, prior to the regular meeting to talk about strategy and parameters if we

indeed have to mediate. He'll know by Friday, the 18<sup>th</sup> of December if the meeting on the 11<sup>th</sup> of January will be required.

2. Update on CR468/Florida Turnpike Exchange – Final Presentation (Attachment )

There is a part of PD&E study that requires comments to be due by December 18<sup>th</sup> at the turnpike plaza. Permits and design should be completed by 2013-2014 and construction should commence by 2014

3. Update on CSX Pedestrian Crossing (Attachment – NO Action Required)

Executive summary included in agenda packet – information only

4. Update and thanks for our support from The Friends of the Library (Attachment)

Information only

5. Budget Analysis Reports for October and November 2009 (Attachments – Staff Recommends Approval)

Information only-Revenues are down, but this is expected at the beginning of the year. Expenditures are down at this point.

b. City Attorney

Attorney Blair stated that as indicated by CM Smith, before we go into a mediation she will want them in an executive session so that she and the City Manger can get parameters from the Commission as to where we should go.

c. City Clerk

No Business

d. Commission Members

Commissioner Johnson inquired concerning the construction along CR139 and its impact on the Helicopter service. CM Smith responded that SCI is required to make sure that there is always access to that helicopter headquarters and they are also required to make sure that there is always access to the Community Center. CM stated he has seen a sign indicating the CR139 will be closed and he will be asking for an additional plan on how both these facilities will be accessed. Commissioner Johnson asked if there was a problem with dust. CM Smith reported that he has not heard any complaints.

Commissioner Johnson also inquired on the Winter fest. Cm stated that he has not talked with Brian Gibson yet, but from what he has heard from Chief there was a low turnout, but from what he read in the papers the people did have a good time. He knows that they were not able to get the acts they were wanting for Friday and Saturday nights so it was limited and he believes lack of funding

was the reason and that Brian Gibson indicated prior to the event that there was a lack of sponsorships due to the economy and participation.

Commissioner Allen expressed thanks to the City Manager and staff for the volunteer and employee banquets. There will be additional talks about planning for future.

- e. Public Forum (10 minute time limit)  
NONE
- f. Notes, Reports, and items for the file as attached  
No action needed

3. NEW BUSINESS – ACTION REQUIRED:

- a. MINUTES:
  - 1. Minutes of Special Meeting held on November 23<sup>rd</sup>, 2009 (Attachments – Staff recommends approval)

Motion by Commissioner Johnson, second by Commissioner Strickland to approve the minutes of November 23, 2009 as typed. Motion carried. All voting yea.

- b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE):

- 1. (See timed items)

- c. RESOLUTIONS FOR APPROVAL:

- 1. None

- d. APPOINTMENTS:

- 1. None

- e. CONTRACTS AND AGREEMENTS:

- 1. None

- f. FINANCIAL:

- 2. Bills for Approval (Attachment – Staff Recommends Approval)

Motion by Commissioner Johnson; second by Commissioner Strickland to pay the bills on the bill list. Motion carried. All voting yea

- 3. Review/approval of quotes for Lawn Service and Weed/Pest Control (Attachments – Staff Recommends Approval)

CM Smith reported that the previous contract with TRU-Green was lapsing. Jason has indicated that he is not happy with them. Quotes were received. Commissioner Johnson asked if we were getting someone to come in a re-lay the bad areas identified or treat the areas noted for the quote.

CM responded we are soliciting a company to treat with chemicals and fertilizers. Commissioner Johnson asked if our workers couldn't do this as a savings measure. CM stated we can take a look at what some of the certifications are but he knows some of them require special licensing in order to be able to handle the chemicals. Commissioner Johnson stated he would feel comfortable if we waited for the Mayor to return because he knows the Mayor is familiar with the requirements, and if it is something that we can save on by letting our workers do we should do that. Commissioner Allen stated he knows that certified people are needed to put down round-up and to put out chemicals for chinch bugs, soil worms and mole crickets. Just anybody can't do it by law, and he knows that there are courses offered by Univ. of Florida through the Extension Service. If you are caught dealing with these chemicals and not certified you can be fined.

Commissioner Strickland commented that Turf Masters is the lowest quote but there quote was for 5 properties and it looks like 7 had been asked for and that some of the other quotes were based on more properties that Turf Master and he wondered if that would make a difference. CM stated yes. Commissioner Allen suggested that the City Manager have Jason go out and Measure the anticipated areas and determine the square footage that everyone can quote the same.

Motion by Commissioner Bivins; second by Commissioner Strickland to table item f2 until the Mayor returns and can have input and when quotes received are based on uniform specifications. Motion carried. All voting yea.

4. Review/approval of bids for the CR466A project materials (Attachments – Staff Recommends Approval)

Three (3) bids received as shown on the agenda attachments ranging from the low bid of \$75,847.81 by Ferguson Waterworks, to \$91,739.30.

Motion by Commissioner Johnson; second by Commissioner Bivins to accept and award the bid to the low bidder, Ferguson Waterworks for the amount of \$75,847.81 as recommended by the staff. Motion carried. All voting yea.

Commissioner Strickland confirmed that Pete Bennett will do the installation. The Commission also asked for confirmation that the pipe would not be stored for any length of time.

g. GENERAL ITEMS FOR CONSIDERATION:

1. TABLED 11.23.09 - Discussion/approval regarding the demolition of the structure located at 609 Fourth Street as stated in the Order of Enforcement by the Special Magistrate – three quotes with a with staff recommendation (Attachments – Staff Recommends Approval)

Cindy Jones summarized the Three (3) quotes received. Two of the companies are located in Bushnell and one is from Wildwood. Cindy explained the site is in close proximity to a Senior Citizens facility and a Day care center.

Mayor PRO-TEM Allen indicated the Commission needed clarification on her recommendation to award to the low bidder. Has this been the procedure followed in the past of taking the low bidder or how has it been done.

Cindy Jones responded that for the times she has been involved in getting demolition quotes, they have always been awarded to the low bidder and if the Commission desires to remain exclusively to companies from Wildwood only then it would be her recommendation to know that requirement ahead of time. In this instance she was only instructed to get three quotes.

Mayor Pro-Tem Allen stated that awarding to the local company because there was only a small difference in the quotes had been what was suggested at the previous meeting and he did not want one of the other companies to have a chance of coming back at the Commission for the action taken based on the way things have always been done in the past.

Cindy Jones stated that she is really not aware of any other business in Wildwood that does demolition work at this time so therefore it would have been hard to obtain three quotes from just businesses in Wildwood. There may be others available in the North end of the County however.

Commissioner Johnson asked for the Attorney's opinion. Attorney Blair stated and confirmed that due to the amounts we are just asking for quotes. Cindy confirmed she calls the company and ask that they go by the site then present their bid and confirmed that it is not a formal bidding process. Attorney Blair stated that if you make the criteria the lowest bid, then the award should be to the lowest bidder. If the Commission or City wants to give some sort of benefit to the local people and make it so that they would get some kind of preference, it is ok to do that on this kind of bid. Not everything but something of this nature.

A motion to award to the Tommy's hauling because of being local and because of the small dollar amount above the lowest bidder was made by Commissioner Johnson; A second was given by Commissioner Strickland for discussion purposes only. **(This motion was abandoned after a specific recommendation from the Attorney.)**

Attorney Blair then recommended that under these circumstances because there was no direction to go with or consider a local preference that we do with the lowest bid as has been the practice in the past.

Motion by Commissioner Bivins; second by Commissioner Strickland to accept and award to the low bidder, Lewis Brothers for the Amount of \$3999.00 for demolition work at 609 Fourth Street. Motion carried. Bivins, Allen and Strickland- Yea; Johnson-nay.

2. Results of city election December 8<sup>th</sup>, 2009 and request that Commission declare the results final (Attachment – Staff Recommends Approval)

CM Smith reported that we had a 20% voter turnout which is good compared to the national average.

Motion by Commissioner Johnson; second by Commissioner Strickland to accept the election results provided by the Supervisor of Elections Office as official and Declare the December 8, 2009 as closed. Motion carried. All voting yea.

4. ADJOURN:

Motion by Commissioner Bivins; second by Commissioner Johnson to adjourn. Motion carried. All voting yea.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: \_\_\_\_\_  
Joseph Jacobs, City Clerk

BY: \_\_\_\_\_  
Ed Wolf, Mayor



CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
REGULAR MEETING  
DECEMBER 28, 2009 – 7:00 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood met in Regular session December 28, 2009 at 7:00 p.m. in the City Hall Commission Chamber.

Present were: Mayor Wolf; Commissioners Johnson, Bivins, and Strickland. Also present: City Manager Smith, Assistant City Clerk Roberts, City Attorney Blair, Police Chief Reeser, AVT Law, Parks & Recreation Coordinator Hargrove.

The meeting was called to order by Mayor Wolf, with Commissioner Johnson giving the invocation and audience joining in the Pledge of Allegiance to the American Flag.

1. TIMED ITEMS AND PUBLIC HEARINGS

7:00 PM

- a. \*PUBLIC HEARING – 2<sup>nd</sup> Final Reading Ordinance No. O2009-22, an ordinance proposing a small scale land use amendment for Sumter Electric Co-Op K03=003 and a portion of K03=001 (Attachments – Staff Recommends Approval)

O2009-22 was read by title only. Public Hearing opened. No comments received from the public.

Motion by Commissioner Johnson, second by Commissioner Bivins that O2009-22: An Ordinance Of The City Of Wildwood Florida; Proposing A Small Scale Land Use Amendment To The Adopted Local Comprehensive Plan And Future Land Use Map In Accordance With The Growth Management Act Of 1985, As Amended; Providing For Conflict; And Providing For An Effective Date: is adopted on second final reading. Motion carried. All voting yea.

- b. \*PUBLIC HEARING – 2<sup>nd</sup> Final Reading Ordinance No. O2009-23, an ordinance proposing the re-zoning of certain real property for Sumter Electric Co-Op K03=003 and a portion of K03=001 (Attachments – Staff Recommends Approval)

O2009-23 was read by title only. Public Hearing opened. No comments received from the public.

Motion by Commissioner Bivins, second by Commissioner Strickland that O2009-23: An Ordinance Of The City Of Wildwood, Florida; Rezoning Certain Real Property In Compliance With The Adopted Local Comprehensive Plan And Future Land Use Map; In Accordance With The Growth Management Act Of 1985, As Amended; Providing For Conflict; And Providing An Effective Date: is adopted on second final reading. Motion carried. All voting yea.

2. REPORTS AND PUBLIC INPUT

SPECIAL PRESENTATION: "Proclamation" and "Key to the City" to Commissioner John M. Johnson (Attachment)

Minutes  
Page 2  
December 28, 2009

Proclamation was read by Mayor Wolf and presented to Commissioner John M. Johnson along with a Key to the City plaque. Commissioner Johnson expressed gratitude to the Mayor, Commissioner, City Manager and City residents for the opportunity to serve and wished the City continued prosperity.

a. City Manager

- 1) Noted there had been a mistake in the agenda packet, but was corrected before going out to the public.
- 2) Jackson Street sidewalk was completed to CR213. Regarding stormwater issues with the CRA. Scope of services has been completed and will be presented to the Commission for the first meeting in January.
- 3) Update on meeting with DCA (NO Attachments)  
Met with DCA a couple of weeks earlier in Tallahassee. Mayor Wolf and Commissioner Strickland were in attendance along with City Manager, City Attorney, DSD Peavy, DSC McHugh, Bradley Arnold and Brad Cornelius from the County, and representatives from Wildwood Springs and Landstone. The agenda was set to deal with Wildwood, then Wildwood Springs, then Landstone. The three-hour discussion came down to a couple of issues. The biggest issue Wildwood had to overcome was the DCA requiring that within mixed use centers or employment centers that the City would have to adhere to a standard of 50% of the density would have to be attached units. DCA is using the FDOT manual as the guide, but nowhere in the manual does it restrict you to 50% attached. Was resolved during the last hour of the meeting. DCA was to have had an answer to the City on Wednesday of last week – no response as of yet. Have called and emailed them today with no response. All information the City was to transmit, was transmitted. Landstone had more difficulty when they were negotiating some of the points of their agreement, and felt they should be treated the same as Wildwood Springs. DCA didn't think the same way – because of location and because of the magnitude of the project. Landstone hopefully has resolved the issues. They will give a presentation to the City on January 4 and they have a subsequent meeting with DCA on January 7. Hopefully all the issues will be resolved on the 7<sup>th</sup> because mediation is set for the 15<sup>th</sup>. Strategic meeting to assess parameters in the event the mediation is necessary will be on January 11.

b. City Attorney –

- 1) Regarding DCA – Feels there should be a closed session on January 11, possibly at the end of the Commission meeting.

c. City Clerk - None

d. Commission Members –

- 1) Wolf – plants look like they are getting too much water at RIB site of Wastewater. CM Smith to check.
- 2) Wolf – on behalf of the Commission wished everyone a Happy and Prosperous New Year.



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e. Public Forum (10 minute time limit)

!) Gwen Lewis-Brown – Noted that she has many times been approached by citizens of Wildwood regarding what they felt were wrong doings on behalf of the police department. Responds to most by stating, file a complaint, because if the opportunity is not given to the Commission to handle the situation then the issue goes unknown and leaves way for others to encounter the same obstacles or greater ones with the same agency and individuals. Raised with the belief that we should respect others and the same respect will be given to you. However, this belief was left to question on December 22. She was left to ponder the thought, am I to respect only when I have proven from the back seat of a police car, in front of my young children that I did not steal groceries, after grocery shopping with her spouse. Should I give and get respect, or am I required to prove that I am worthy of respect? Very displeased with the persons who are responsible for protecting and serving me at this time. Would like to believe that she is innocent until proven guilty and not be approached in the manner that I must prove myself innocent or I am automatically guilty.

Went grocery shopping at Sam's and came back. Her husband who has worked for the Department of Corrections for 28 ½ years was placed in handcuffs and placed in a police car because the police officer assumed the items in the back seat of the vehicle in her yard had been stolen.

CA Blair cautioned that if there is an issue about an officer acting inappropriately there is a state statute that must be followed.

Ms. Brown – Mayor Wolf asked that before this went to the media or an outside agency that it be brought to the Commission to be addressed. Just wanted the Commission to be aware.

Commissioner Johnson – before leaving the Commission would like to say that he hopes and prays that in the minds and working of the City that we can keep in mind most of all our people because that is who we serve. Not here to oppress. Don't know the situation but ask that we do not sit up here as a government agency and become a dictator to the people. It should be for the people, by the people, and listening to the people.

Mayor Wolf – requested that the City Manager review the issue and report back to the Commission. Apologized to Ms. Brown and stated that he hoped the police department had apologized to her if they were wrong. Ms. Brown stated there has been no apology.

f. Notes, Reports, and items for the file as attached

3. NEW BUSINESS – ACTION REQUIRED

- a. MINUTES - None at this time
- b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE) - None
- c. RESOLUTIONS FOR APPROVAL – None
- d. APPOINTMENTS – None

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e. CONTRACTS AND AGREEMENTS – None

f. FINANCIAL -

1) Bills for Approval (Attachments – Staff Recommends Approval)

Commissioner Strickland – signs for Flag Football – what is going on with flag football.

P&RC Hargrove – trying to begin a flag football league for adults. Explained that a dozen signs were purchased to place around the City to bring in those interested. An Interest meeting will be held on January 7 at City Hall. Flyers will be given out at restaurants and businesses.

Motion by Commissioner Johnson, second by Commissioner Bivins to pay the bills. Motion carried. All voting yea.

2) TABLED 12.14.09 - Review/approval of quotes for Lawn Service and Weed/Pest Control (Attachments – Staff Recommends Approval)

CM Smith – tabled and cost for staff member to become certified was reviewed. P&RC Hargrove – supports having a staff member certified. This way someone can take care of problems right away. The cost to the City would be \$5000 per year, including certification and chemicals. No certification test until February. Need application to plants and lawns in January. Could have a company complete the chemical application in January and have the staff member certified in February before the next application in March.

CM Smith – then recommendation would be to go with the lowest quote, because the price is per application until staff member is ready and certified.

Mayor Wolf cautioned that a person can become certified, but not know how to take care of the lawns. Reason he quit farming was because of all the red tape that goes along with pesticide applications. Commission expressed liability concern.

P&RC Hargrove – had also suggested to go with a company this year and have a staff member taking classes over the year to become certified and re-evaluate next year. Mayor Wolf – while a company is doing the work, the staff member should be working with them to learn.

P&RC Hargrove – there are seven properties, but TurfMaster addressed the three along 301 as one property. All quotes are comparable. Commissioner Johnson – check what other cities are doing.

P&RC Hargrove – it is a one-time certification but there is ongoing training throughout the year for lawn and yard care. Other agencies have training in different elements of lawn care.

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Commissioner Strickland suggested that all staff of the department train and become certified.

Motion by Commissioner Strickland, second by Commissioner Bivins to accept the quote of the low bidder and work toward certification of a staff member. Motion carried. All voting yea.

- 3) Discussion/approval for items funded through State JAG (Desktop; Laptop; Tasers; Glock Guns) (Attachments – Staff Recommends Approval)

Motion by Commissioner Bivins, second by Commissioner Johnson to accept the recommendation of staff. Motion carried. All voting yea.

g. GENERAL ITEMS FOR CONSIDERATION

- 1) Discussion/establishing Oxford Community Center rental fees (Attachments – Staff Recommends Approval)

CM Smith – based on current costs. Will have better costs information after a year and can be adjusted at that time. Commissioner Johnson – reiterated his desire to see a Kickball League. P&RC Hargrove – has been checking measurements of the T-ball fields for possible use for Kickball, and need to find grants. There is a master gardening class at Oxford Community Center and they take care of the landscape around the building, and they have expressed interest in use of the Wildwood Community also. Other groups that use the Oxford Community Center for classes have shown an interest in the Wildwood Community Center. Plan to discuss with the city manager in the New Year about basing the cost of use on a percentage of fees the group receives. Commissioner Strickland – doesn't want for a person or group to dominate the use of the Oxford Community Center.

Motion by Commissioner Johnson, second by Commissioner Bivins to approve rates as recommended. Motion carried. All voting yea.

4. ADJOURN:

Upon a motion by Commissioner Johnson, second by Commissioner Bivins the meeting was adjourned.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: \_\_\_\_\_  
Marena D. Roberts, Assistant City Clerk

\_\_\_\_\_  
Ed Wolf, Mayor

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* Quasi-Judicial Hearing

**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

3. NEW BUSINESS – ACTION REQUIRED
c. RESOLUTIONS FOR APPROVAL
(1) Resolution #R2010-01 – changing the time of Commission Meetings from 7:00 PM to 6:00 PM effective January 25th, 2010

SUBJECT: Resolution 2010:01 Change in Meeting Time
REQUESTED ACTION: Staff Recommends Approval

☐ Work Session (Report Only) **DATE OF MEETING:** 1-11-10
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: _____

BUDGET IMPACT: _____
☐ Annual **FUNDING SOURCE:** _____
☐ Capital **EXPENDITURE ACCOUNT:** _____
☐ N/A

HISTORY/FACTS/ISSUES:

Mayor and Commission,

At a previous meeting the potential change in the commission meeting times was discussed. The intent for the change is two fold. As the City begins to expand and more development occurs, the meetings will become longer. The starting time of 6 pm will hopefully ensure all meetings will be completed at a reasonable time. In addition to time constraints, the change would make it easier for staff members needing to attend these meetings and reduce the delay between closing hours and meeting hours.

Regards,

Robert Smith
City Manager

RESOLUTION NO. R2010-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, CHANGING THE TIME OF THE COMMISSION MEETINGS OF THE CITY OF WILDWOOD CITY COMMISSION FROM 7:00 P.M., TO 6:00 P.M.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood has determined that there is a need to amend the regular City of Wildwood City Commission meeting time from 7:00 p.m. to 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, THAT:

1. Beginning January 25th, 2010, the City of Wildwood City Commission meetings shall begin at 6:00 p.m.

2. This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

DONE AND RESOLVED, this _____ day of _____, 2009, in regular session, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

By: _____
Ed Wolf, Mayor

ATTEST:

Joseph Jacobs, City Clerk

RESOLUTION
UTILITY AGREEMENT

R 2010-02

FPN#				COUNTY	STATE ROAD	DOC. #	FAP #
411257	3	52	01	Sumter	35	2	

WHEREAS, the **State of Florida Department of Transportation**, hereinafter referred to as the **FDOT**, proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the **Project**; and

WHEREAS, in order for the **FDOT** to proceed with the Project, it is necessary for the City of Wildwood, hereinafter referred to as the **UAO**, to execute and deliver to the **FDOT** the agreement identified as Utility Work Agreement (at UAO's Sole Expense), hereinafter referred to as the **Agreement**;

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That **(Name)** _____, **(Title)** _____ be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution be forwarded to the **FDOT** along with the executed Agreement.

ON MOTION of _____, seconded by _____, the above resolution was introduced and passed by the UAO on the ____ day of _____, 200__.

NAME: _____

Title: _____

ATTEST: _____

Title: _____

3. NEW BUSINESS - ACTION REQUIRED c. RESOLUTIONS FOR APPROVAL
(2) R2010-02 authorizing the execution of an FDOT utility agreement

**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

3. <u>NEW BUSINESS – ACTION REQUIRED</u> c. RESOLUTIONS FOR APPROVAL (3) R2010-03 setting & amending refuse rates

SUBJECT: Resolution 2010:03 Refuse Rates

REQUESTED ACTION: Staff Recommends Approval

☐ Work Session (Report Only)

DATE OF MEETING: 1-11-10

☒ Regular Meeting

☐ Special Meeting

CONTRACT: ☐ N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept: _____

BUDGET IMPACT:

☐ Annual

FUNDING SOURCE: _____

☐ Capital

EXPENDITURE ACCOUNT: _____

☐ N/A

HISTORY/FACTS/ISSUES:

Mayor and Commission,

The intent of this resolution is to reflect the accurate costs for our refuse services to commercial and multi-family customers. Residential rates will remain the same. The Roll Off Container charges for 20 and 30 yd dumpsters are being reduce and the 40 yd slightly increasing.

The biggest change to the resolution is the establishment of the Compactor Rates. The City recently expanded its service to accommodate multi family projects such as Pepper Tree Apartments. The rates reflected in the ordinance are industry standard and limit the City's exposure to ensure the department will function on its own. Gene Kornegay will be present to answer any and all questions.

Regards,

Robert Smith
City Manager

RESOLUTION NO. R2010-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD; TO AMEND THE DUMPSTER RATES AS SHOWN IN THE FY 2000/2001 BUDGET, ADOPTED BY RESOLUTION NUMBER 770; AND, RESCINDING RESOLUTION NO. 994; PROVIDING FOR COMMERCIAL AND RESIDENTIAL SANITATION RATES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 15-41, City of Wildwood Code, provides for setting refuse charges by resolution approved by the City Commission of the City of Wildwood; and,

WHEREAS, there is a need to amend Roll-Off Service rates and Commercial Dumpster rates and to establish Compactor rates for commercial sanitation services provided by the City of Wildwood.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, THAT:

1. The Commercial Sanitation rates for refuse services shall be as follows:

Effective Upon Passage

Container Size (Dumpster)	Extra Dump Add \$20 for Reroute	Plus \$20 for <u>Re-route</u>	Dumps per week 2	Dumps per week 4	Dumps per week 5
2 cubic yds.	\$8.00	<u>\$20.00</u>	\$61.00	\$122.00	\$152.00
4 cubic yds.	\$15.00	<u>\$20.00</u>	\$120.00	\$240.00	\$300.00
6 cubic yds.	\$22.00	<u>\$20.00</u>	\$177.00	\$354.00	\$443.00
8 cubic yds.	\$28.00	<u>\$20.00</u>	\$227.00	\$454.00	\$568.00

Container Size (Roll-Offs)	Per Pull Charge
20 yd.	\$175.00 plus tipping fees
30 yd.	\$190.00 plus tipping fees
40 yd.	\$205.00 plus tipping fees

Compactor Size	Monthly Maintenance Fee	Service Charge Per Pull
20 yd.	\$275.00	\$250.00 plus tipping fees
30 yd.	\$275.00	\$300.00 plus tipping fees
35 yd.	\$275.00	\$335.00 plus tipping fees
40 yd.	\$275.00	\$375.00 plus tipping fees

AUTOMATED PICK-UPS

Service Type	1 st Can Monthly	Limb Debris Pickup/Incineration	Monthly Fee	2 nd Can Monthly	3 rd Can Monthly
Residential/ Inside City	\$13.00	\$3.00	\$16.00	\$10.00	\$10.00
Residential/ Outside City	\$20.00	NA	\$20.00	\$12.50	\$12.50
Commercial/ Inside City	\$19.00	\$6.50 per CY	\$19.00+ \$6.50 per CY	\$10.00	\$10.00
Commercial/ Outside City	\$23.75	\$8.13 per CY	\$23.75 + \$8.13 per CY	\$12.50	\$12.50

DELINQUENT ACCOUNTS

Charge for labor associated with removal and replacement of refuse cans due to cut-off o services for a delinquent account and the reinstatement of services	\$20.00
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2. This resolution shall take effect immediately upon the first day after its final adoption by the City Commission of the City of Wildwood, Florida.

DONE AND RESOLVED this ____ day of _____, 2010, by the City Commission of the City of Wildwood, Florida.

SEAL

ATTEST:

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Joseph Jacobs, City Clerk

Ed Wolf, Mayor

RESOLUTION NO. R2010-04

A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF WILDWOOD; PROVIDING FOR RESERVATION
FEES FOR USE OF OXFORD COMMUNITY CENTER;
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood provides the opportunity to the citizens
of the City to use the Oxford Community Center facility.

WHEREAS, the City has a need for a fee to be charged for the use of the
Oxford Community Center.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION
OF THE CITY OF WILDWOOD, FLORIDA, THAT:

1. City of Wildwood shall charge a non refundable reservation fee of
\$_____ for use of the Oxford Community Center.
2. The rental charge for use of the Oxford Community Center shall be
\$10.00 per hour.
3. A Damage/Security/Clean-up Deposit in the amount of
\$_____, shall be paid at the time of reservation for use of the Oxford
Community Center. This deposit shall be returned to the user within 30 days
following the event unless damages are incurred to City property, additional
cleaning is required, or time used is in excess of time paid for. Fees and costs
associated with such will be deducted from the deposit prior to its return to user.
4. This Resolution shall take effect immediately upon its final adoption
by the City Commission of the City of Wildwood, Florida.

DONE AND RESOLVED, this _____ day of _____, 2010, in
regular session, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

By: _____
Ed Wolf, Mayor

ATTEST:

Joseph Jacobs, City Clerk

C:\Documents and Settings\User\My Documents\AAA-LISA DOCS\COW-LAP\resos\R2010_04_fee for use of Oxford Community Center

CITY OF WILDWOOD OXFORD COMMUNITY CENTER RULES & REGULATIONS

RESERVATIONS & FEE PAYMENTS:

1. All bookings for use of the facility will be through City Hall between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Such bookings will be in accordance with the rules and regulations governing the use of the facility as adopted and approved by the City Commission. A **Facility Use Agreement** for use of the facility will be in writing and on the approved **Facility Use Agreement** form prepared by the City. All monies received for such bookings and use shall be accounted for by receipt forms by City Hall.
2. **Charges for the Community Center** are shall be set by resolution of the City Commission.
3. A **Non-Refundable Reservation Fee of \$10.00** must accompany the **Facility Use Agreement** to guarantee the date requested.
 - a. The purpose of the **Non-refundable Reservation Fee** is to offset administrative costs associated with the processing and handling of the facility rental, as well as to mark the facility as unavailable to others who may be seeking a rental use during the same period.
 - b. The **Non-refundable Reservation Fee** will not be returned if applicant cancels event.
4. Applicants for reservations must be 25 years of age or older and satisfy the City that they are responsible and represent responsible organizations, will guarantee orderly behavior, and will underwrite any damage due to their use of the facility. The City reserves the right to deny any application that the City believes may be detrimental to the public welfare.
5. **Facility Use Agreements** will be processed as received. Where a conflict develops, final determination of any such conflicts will be determined by the first deposit and fee payment received in full.
6. User shall provide City with payment in full as required by the rules and regulations, at least 7 business days prior to the date of requested use, and the completed **Facility Use Agreement** to utilize the facility must be supplied to the City of Wildwood on the proper forms at the same time.
7. **The center shall not be booked to be used on a continuous basis unless approved by the City Commission. For purposes of these rules, "continuous basis" shall mean any of the following: use for more than two (2) consecutive days, use for more than four (4) days in one thirty (30) day period, use for one (1) day on a continuing regular basis such as a week to week or month to month basis or any other continuous pattern of use.**
8. When the center is booked for more than one month, payment must be made on a monthly basis on the first working day of each month. When booked for a single occasion, payment shall be made as outlined above.
9. The execution of the **Facility Use Agreement** is valid upon receipt of all fees due, and only for the date(s) of the agreement.
10. The **Facility Use Agreement** may not be assigned nor may user allow others to assume responsibility for the obligations herein. The name of the individual or group whose name appears on the **Facility Use Agreement** will be held responsible for all damages incurred during the use of the facility, except for normal wear and acts of nature.
11. In the event user is a Florida corporation, the undersigned affirms that he or she has the express authority to enter into this agreement and bind the corporation. Further, the undersigned agrees that he or she shall be the responsible person for purpose of contract regarding this agreement.
12. Rental fees are assessed to help defray the cost to the City of Wildwood for additional air conditioning, heating, lighting, water, maintenance of facility, contents and grounds required for these extra facility uses.
13. Sales tax will be charged at the current rate on all rentals, as required by state statute. If the applicant/organization is tax exempt, a copy of the tax-exempt certificate will be required.
14. Any breach of these rules and regulations shall constitute a forfeiture of any and all fees paid by the user for the use of the facility.

KEY PICK-UP/SIGN-OUT AND RETURN

1. A key can be signed out at City Hall for the community center.
2. A key to the community center must be picked up and signed out to the renter(s) on the last business day prior to rental date.
3. It is the renter(s) responsibility to make sure key is picked-up on time.
4. The key must be returned to City Hall either the night of the rental (drop box on the North side of City Hall) or the following business day after the rental date.

CANCELLATIONS:

1. 100% of rental and 100% of deposit fees paid will be refunded if written notice to cancel is given 30 calendar days prior to reservation. 50% of rental and 100% of deposit fees paid will be refunded if written notice to cancel is given at 14 calendar days prior to reservation. 0% of rental and 100% of deposit fees paid will be refunded for a cancellation received 13 days or less prior to a scheduled reservation. (Non-Refundable Reservation Fee will not be refunded in any situation).

DAMAGE/SECURITY/CLEAN-UP DEPOSIT & PAYMENTS:

1. In order to receive **Damage/Security/Clean-Up Deposit** back and to be considered for use of the facility in the future, with the exception of the final cleaning of the floors, the facility shall be left in the condition found and ready for the next booking without

additional work or cleaning required by the City cleaning crew to avoid the extra charges from being deducted from the **Damage/Security/Clean-Up Deposit**.

2. **Damage/Security/Clean-Up Deposit** will be used to recover all actual costs incurred for the event that are above and beyond those fees agreed upon in the facility use agreement and the remaining balance will be returned to the applicant.
3. **Damage/Security/Clean-Up Deposits** will be returned within 30-days following the event unless damages are incurred to City property, additional cleaning is required, or time used is in excess of time paid for. Fees and costs associated with such will be deducted from the deposit prior to return.
4. Damages to facility, contents, or grounds will be deducted from renters **Damage/Security/Clean-Up Deposit**. In the event the damage exceeds the deposit amount, amount will be billed to the renter. Renter must complete repairs within ten days of the close of the event. If renter fails to properly clean the facility, the City will deduct the cost of any additional required clean up including the cost of labor and supplies for the clean up.
5. Violation of any of these policies may result in immediate cancellation of the event, closure of the building and forfeiture of the **Damage/Security/Clean-Up Deposit**.

RENTAL PERIOD:

1. The facility is available seven days per week between the hours of 7:00 a.m. and 12:00 midnight. Any activities dealing with minors shall cease by 11:00 p.m.
2. Holiday Use: Requests for usage on holidays should be received and paid for at least 60 days prior to date of event.
3. Minimum rental period for any room in the facility is two-hours. Additional time is on a per hour basis and is to be reserved at the time of booking.
4. Time used includes time required for setting up of tables & chairs, decorating, and other set ups, and ends after clean-up.
5. All time used beyond the paid rental period for clean-up will be charged by the hour and will be deducted from the **Damage/Security/Clean-Up Deposit** prior to refund.
6. All groups/applicants will have a definite time schedule to begin and end activities. This schedule must be closely followed. If your time overrun causes a delay for the next renter, these fees will also be deducted from your **Damage/Security/Clean-Up Deposit** prior to refund.
7. At least one hour must be allotted between each rental for basic clean up.
8. The outside of the facility and parking lot shall be cleared immediately following the booking (no hanging around). Other groups may have the facility booked.

CITY OF WILDWOOD'S RIGHTS AND RESPONSIBILITIES:

It is the City of Wildwood's right:

1. To cancel or reschedule a reservation if an emergency situation arises.
2. To accept or reject any person(s) from renting any of the City's facilities and/or parks and to reject any items renter requests to bring into the facility or onto the premises if such rejection is based upon City policy or the public health, safety, and welfare.
3. To terminate the **Facility Use Agreement** without cause upon reasonable notice.
4. To terminate a **Facility Use Agreement** at any time for cause. "For Cause" shall mean, in the City's sole discretion, any act or action which may damage the property, create a nuisance, violate City codes, State or Federal law, or which creates a danger or risk to the public, and to remove from the premises any individual or group due to damage to the facility, disturbing the peace or disruptive or inappropriate behavior, and, to refuse future bookings to individuals or groups that have been expelled from a facility or caused damage to a facility.
5. To request a State Certified Police Officer or Licensed Security Guard (at renters expense) for such events they feel warrant the need for the additional security measures, such as proms, dances, events where alcohol is served, etc.
6. To have City Sponsored programs, events, activities and classes have priority over all other requests for use. All other rental events may be scheduled on a date that does not conflict with a City event.
7. To require the renting organization or individual to provide comprehensive general liability insurance in an amount specified by the City, if the City deems it necessary, with City of Wildwood listed as "Additional Insured." An original copy of the insurance certificate shall be provided, if insurance is necessary.
8. Any furnishing, seasonal decoration and/or other accessory will not be removed to accommodate any renting organization or individual. Neither shall any fixed part to the facility be disarranged in any manner.
9. THE CITY SHALL NOT be responsible for items left by guests, workers, employees or representatives of the event/rental.
10. The City of Wildwood, its officials, agents, and employees, are not responsible and will not be held liable for loss or damage to personal property or accidents, personal injury, or death that occurs by the negligence of others during the use of the facility. Any accident or injury must be reported to the City Manager IN WRITING within 24-hours.

TRAFFIC AND PARKING:

1. Caution must be taken to prevent harm to pedestrians and/or damage to vehicles. Renters and their guests must obey all traffic signs and adhere to Florida Driver laws. The boulevard and Community Center parking area lights are decorative in nature and not intended as roadway illumination. Vehicle lights should be used.
2. If an entranceway, guardhouse, and/or lane block mechanism is used it must not be circumvented by the renter or their guests. If parking attendants are used, they must be obeyed.
3. Renters or guests are not permitted to drive or park in areas not specifically designated for the booked area.
4. All vehicles are to use paved driveways only and appropriate parking areas.
5. Congregating, loitering, or lingering in the parking area is prohibited.
6. Bicycles may be ridden on the paved entrance road and paved parking areas; however they are not allowed inside the building. Roller skates and skateboards are not allowed anywhere inside the facility.
7. The City may require other precautions for traffic control if it deems it necessary.

ALCOHOL:

1. No alcoholic beverages may be sold or consumed in the facility or on the premises without an alcoholic beverage waiver permit. Application for such a permit can be made through the Parks and Recreation office.
2. Alcoholic beverages may not be sold in the facility without compliance with all of the following:
 - a. Any person or entity selling alcohol at the facility must provide liquor liability insurance for every event when alcohol is served.
 - b. Any entity selling alcohol at the facility must have any alcoholic beverage permit issued by the State of Florida and provide a copy of it to the City of Wildwood.
 - c. At any function where alcohol is to be sold at the facility, the applicant must provide the City with proof of a minimum \$1 million general liability insurance coverage with the City of Wildwood named as a co-insured and liquor liability insurance with a minimum coverage of \$1 million with the City of Wildwood named as the co-insured.
 - d. The provision of such insurance shall not be deemed as a waiver of the City's sovereign immunity.
 - e. All laws applicable to the service of alcoholic beverages shall be followed.
3. No alcoholic beverages may be sold, given to, or consumed by anyone under 21 years of age anywhere in the facility or on any city property.
4. The City reserves the right:
 - (a) To require the presence of police officers at any event where alcoholic beverages **are served** unless there is evidence that the event is of a nature that will not require such protection.
 - (b) To require proof of insurance at any event where alcohol will be served.

MINORS (UNDER AGE 18):

1. Any program or activity involving minors must be sponsored by a duly organized and approved adult non-profit organization.
2. Rental to groups composed primarily of minors will be issued only to adults over the age of 25 who accept responsibility for supervising the minors throughout the rental period. A separate **Adult Responsibility for Minors** form will be required to be signed by the adult accepting such responsibility.
3. The adult applicant and chaperones shall bear the legal responsibility for the supervision of the minors attending the event and are responsible for counseling and controlling the minors and preventing their access to non-booked rooms or other areas of the building even if they are unsecured. Other facilities may be open due to other simultaneous uses of the facility.
4. There shall be one adult chaperone for each 20 minors. A Chaperone List shall be furnished with the Facility Use Agreement and must contain the name, address, phone number, date of birth, and age of each chaperone. Failure to provide the list as stated shall constitute a breach of agreement and the facility shall not be used. The applicant shall forfeit any and all fees paid by the applicant for the facility use if the **Chaperone List** is not provided and/or any part of the agreement is breached or revoked for cause.
5. If there is a change in chaperones, it is the responsibility of the adult applicant to provide the City of Wildwood with the new information no later than **five days** prior to the event.
6. Chaperones shall be on duty in the building before, during and after the activity and a representative of the sponsoring organization shall remain on the premises until all minors have been picked up left the area.
7. No running or horseplay is permitted in any of the rooms booked. Children must be kept under control at all times since they are most susceptible to self-inflicted injury.
8. Any activities dealing with minors shall cease by **11:00 p.m.**
9. The adult applicant signing the **Adult Responsibility for Minors** form shall be responsible for providing a complete copy of the rules and regulations for use of the facility and those pertaining to minors, to all chaperones.
10. Any organization which uses the center for any program or activity involving minors is responsible for screening all adults who will have contact with the minors.

FACILITY USAGE:

1. Facility availability is subject to previously scheduled activities. No one individual or group will be allowed to monopolize the facility.
2. No religious groups may use the facility as a church for regularly held church services. This does not preclude rental by churches or church connected groups for occasional one time use.
3. Any activity in which the facility is used will be conducted according to law.
4. Users or their representatives must have a copy of the **Facility Use Agreement** on hand at all times while using the facility and must display such when approached by City personnel.
5. To ensure exclusive use of the facility, the entire facility would have to be booked.
6. Any program or activity involving minors must be sponsored by a duly organized and approved adult non-profit organization. Rental to groups composed of minors will be issued only to adults over the age of 25 who accept responsibility for supervising the minors throughout the rental period.
7. Rental of any portion of the facility in no way entitles the renter or guest(s) to use any of the space outside of the building, including other areas of Oxford Park, except for the designated parking, without prior approval from the City of Wildwood.

USER (RENTER) IS RESPONSIBLE:

1. To control the admission, presence, or ejection of all persons to their event and to support the ejection of any person(s) by the police department.
2. Renters are responsible for the conduct and actions of their guests and invitees, and for controlling their behavior in and around the facility, to include prohibiting horseplay and running in any of the rooms, to keep children under control at all times, and to keep guests and children out of any areas not included in booked area(s).
3. To prohibit non-guests on the premises unless dropping off a guest or picking up a guest and then for no longer than that action takes, and to identify, by name if known, any attendees or lingerers, not considered guests, to the police officer/staff person if needed.
4. To protect the facility at all times, both inside and outside to including the use of small-restricted areas, such as the washrooms, washroom stalls, folding doors, ceiling areas, lights, furnishings, plants, etc. Particular attention must be paid by the renter to the use of the facility by children or those who act like children. For any damage to exterior planted materials, renter must replace any damaged plants/foilage with the same type of planting.
5. For damages or other costs incurred by the City in excess of the fees paid and will be responsible for recovering charges from individuals or groups causing said charges or damages.
6. To report any damage whenever it occurs or is discovered.
7. To be cognizant that the facility is being rented for use, it is owned by the City of Wildwood, and the booked facilities do not hold the same protections under the law as one's personal residence.
8. To clear out of the facility without going beyond the end of the rental time.
9. To abide by the maximum occupancy rates set by the State Fire Marshal for any/all rooms rented by user. Renter must book room(s) appropriately according to the number of guests expected so as not to exceed these numbers. In instances where open invitations are used, renter is responsible for counting guests and to cut-off admission so as not to exceed maximum occupancy numbers.
10. With the exception of the final cleaning of the floors and toilets, to leave the facility in the condition found and ready for the next booking without any additional work or cleaning by the City cleaning crew to avoid extra charges from the **Damage/Security/Clean-Up Deposit**.
11. For obtaining all necessary licenses and permits, and for paying all taxes, which may be required for the renter's contemplated use.
12. To comply with all normal safety practices, as all risky, dangerous, or illegal undertakings are strictly prohibited.
13. To not incur any debt or obligation whatsoever that could attach as a construction lien nor in any way obligates the City for payment of charges.
14. To indemnify and hold the City harmless against all claims, expenses, attorney fees, cost, and liabilities arising from the renter's use of the facility.
15. To have a copy of the Use Agreement on hand at all times while using the facility and must display such when approached by City personnel.
16. Obtaining more chairs from an outside source, if additional chairs are needed. However, the total number of chairs shall not exceed fire safety code regulations. No tables and chairs are to be brought into the facility unless approved in writing by the City.
17. To completely remove any decorations installed by the renter before leaving the facility.
18. To take normal care in the use of electrical outlets, not to overload circuits, and to prevent tripping on floor plates.
19. To notify the security officer/staff person, if needed, if there is an electrical failure, plumbing problem, or other service problem.
20. To cooperate with the police department if it becomes necessary for it to respond to the event

PROHIBITED ACTIVITIES AND/OR AREAS:

1. Possession, distribution, or use of illegal drugs is absolutely prohibited. Violators will be prosecuted to the fullest extent of State and Federal Laws.
2. No smoking or tobacco products are allowed in the facility at any time. Smokers must exit the building and use the areas and cigarette receptacles provided, outside the building.
3. No flammable substances, open flames, candles, fireworks or sparklers of any kind inside or outside the facility.
4. No animals in the facility at any time (except Seeing Eye Dogs)
5. No alcoholic beverages (without City approval, proper permits, insurance, and police officer(s)) (SEE ALCOHOL SECTION OF POLICIES)
6. All risky, dangerous, or illegal undertakings are strictly prohibited.
7. Weapons of any kind are prohibited in or on City property.
8. Any acts that would endanger the welfare or safety of other persons are prohibited.
9. Gambling in any form is prohibited.
10. No person shall conduct themselves by improper actions or dress or use profane, obscene, or blasphemous language. Such conduct shall subject the violator(s) to refusal of the facility's privileges, with immediate expulsion from the facility.
11. Roller skates and skateboards are not allowed anywhere inside the facility.
12. Bicycles may be ridden on the paved entrance road and paved parking areas; however they are not allowed inside the building.
13. The renting organization shall neither erect nor operate on the premises, without consent of the City Manager, any machinery or equipment operated by electrical or other power.
14. The renter shall not install any wires or electrical appliances without consent of the City. The Renter shall neither erect nor operate on the premises, without consent of the City, any machinery or equipment operated by electrical or other power. All electrical wires, etc., if approved, that are placed on the floor must be covered the entire length with mats or carpets so as to prevent any possibility of tripping by anyone.
15. Because of the public nature of City facilities, any furnishing, seasonal decoration and/or other accessory will not be removed to accommodate any renting organization or individual. Neither should any fixed part to the facility be disarranged in any manner.
16. Sales of food, drinks, or other items are prohibited unless approved by the City Manager.
17. The renter should take every precaution to avoid bringing into the facility anything suspected to be infected with insects, particularly roaches.
18. Congregating, loitering, or lingering in the parking area is prohibited.
19. No running or horseplay is permitted in any of the rooms booked. Children must be kept under control at all times since they are most susceptible to self-inflicted injury.
20. The generator and air conditioning areas, inside and outside the facility are out-of-bounds to renters and guests. Renters and guests must not touch electrical breakers even if they are accessible.
21. Non-guests are not permitted on the premises unless dropping off a guest or picking up a guest and then for no longer than that action takes.
22. Extra chairs may not be stored in the facility prior to or after event; they must be set up and removed during paid rental period.
23. The landscaped areas, storm water areas, lighting, irrigation system, etc., are not to be considered general access areas, unlike the roadways and parking.
24. No signs, decorations, or other materials will be attached to the building walls, either interior or exterior. The use of tape or other adhesives, nails, tacks, screws, staples or similar articles on interior or exterior surfaces is strictly prohibited. Any decorations must be put up without defacing the facility and will be subject to approval and subsequent supervision of the City Manager or designee.
25. Signs, banners, decorations or advertising materials may not be erected or placed inside, outside, or near the facility without the approval of the City Manager and the proper permits from the Code Enforcement department.
26. No plants or trees may be punctured, trimmed, or moved, either inside or outside the facility to accommodate the hanging or posting of any signs, banners, posters, etc.
27. City owned items may not be removed from the room(s) or from the walls, including but not limited to pictures, notices, seasonal decorations, artificial flowers and plants, small tables, lamps, etc. City owned items will not be removed to accommodate any renting organization or individual, except, when viewing the facility prior to booking when the request may be made in writing. Request will only be accepted at time of booking.
28. DO NOT SIT ON TABLES as they may collapse causing injury; chairs are provided for sitting.

FOOD SERVICE AREA FACILITIES:

1. Cooking is not allowed; all food should be prepared prior to your event. The stove is to be used only for warming of pre-cooked food.
2. No food may be stored prior to or left after paid rental period.
3. There are no steam tables.

4. User must provide all items needed for warming & serving, and for proper clean up of Food Service Area (dish detergent, dish cloths, towels, etc.). No pots, pans, potholders, cups, glasses, plates, utensils, or other preparation and serving items are provided with the bookings. Paper or plastic ware is recommended.

WASHROOMS:

1. With the exception of floor cleaning, and other normal urinal, sink and toilet cleaning, the renter agrees to leave the washrooms as found.
2. The renter must pay particular attention to the use of these facilities by children or those who act like children.
3. Washroom stall partitions are sturdy but could be marked by a sharp object or otherwise damaged and may be expensive to the renter to fix or replace. These small-restricted areas may need to be controlled by the renter to ensure protection.
4. Nothing except human waste and toilet paper is permitted in toilets. Diapers are to be contained and removed from the premises. Feminine items are to be placed in the proper container(s).

DECORATIONS, SIGNS, AND SET-UP/BREAK-DOWN:

1. Time used starts with set-up/decoration of room and ends after clean up. Each additional hour or any part thereof, beyond the hours paid for, will be charged the full hour.
2. No extra time will be allotted at the end of the rental period for cleanup/break-down. Renters must be aware that the facility **MUST** be vacated and cleaned by the time their rental period ends. If not, then the **Damage/Security/Clean-Up Deposit** may be used to cover this additional expense. Times listed in the facility rental contract must include set-up and clean up.
3. The installation of decorations or other set-up materials and the takedown of said additions shall occur within the booking time, not before or after.
4. The renters shall be particularly careful in the temporary installation or removal of set-ups such as decorations as no part of the facility including paint or trim shall be damaged.
5. No signs, decorations, or other materials will be attached to the building walls, either interior or exterior. The use of tape or other adhesives, nails, tacks, screws, staples or similar articles on interior or exterior surfaces is strictly prohibited. Any decorations must be put up without defacing the facility and will be subject to approval and subsequent supervision of the City Manager or designee.
6. All decorations, their fasteners, and other items brought into the building must be removed and disposed of properly prior to event closure.
7. City owned items may not be removed from the room(s) or from the walls, including but not limited to pictures, notices, seasonal decorations, artificial flowers and plants, small tables, lamps, etc. City owned items will not be removed to accommodate any renting organization or individual, except, when viewing the facility prior to booking when the request may be made in writing. Request will only be accepted at time of booking.
8. No plants or trees, inside or outside the facility, may be punctured in any way, trimmed or moved to accommodate the hanging or posting of any signs, banners, posters, etc.
9. Signs, banners, decorations or advertising materials may not be erected or placed inside, outside, or near the facility without the approval of the City Manager and the proper permits from the Code Enforcement department.

CHAIRS & TABLES:

1. A specific number of tables and chairs are assigned.
2. If renter requires more tables/chairs, renter is responsible for obtaining them from an outside source, provided the total doesn't exceed fire code capacity. No tables or chairs are to be brought into the facility unless approved in writing by the City Manager.
3. Extra tables/chairs may not be stored in the facility prior to or after renter's event; they must be set up and removed during paid rental period.
4. Table and chair set up is the responsibility of the renter.
5. Tables and chairs are to remain inside the building at all times.
6. **All tables used for food (both serving and dining) must be covered with either cloth or plastic table covers by order of State of Florida Health Department.**
7. Use of staples or tacks as an anchor for your table cover is prohibited.
8. **Do Not Sit on Tables** as tables may collapse and cause injury - chairs are provided for sitting.
9. All tables and chairs used must be cleaned prior to take down and storage so that they are completely ready for the next user.
10. Sufficient chair and table dollies are provided; stacked chairs can topple if not stacked correctly or are stacked too high.
11. All tables must be properly stacked back onto the storage dolly after use.
12. All chairs must be properly stacked back on the storage dolly after use.

PROTECTION OF THE FACILITY AND ITS AMENITIES:

1. The doors are not to be breached and are to be protected by the renter(s) from damage or marks. The doors are acknowledged by the renter(s) to not be of the same sturdiness as the cement walls and are acknowledged to require a higher degree of protection.
2. The ceiling areas and lights are part of the booking area and require the same protection as the rest of the facility to prevent damage by the guests.
3. The tile floors are relatively sturdy; however, any carpeted wainscot or wood areas can be damaged by guests and may require extra protection by the renter(s).
4. A certain amount of artificial flowers, trees, small tables, chairs, lamps, blinds, etc., and other room enhancements may be present and accessible to guests and similarly must be protected.
5. If the City deems necessary, the renting organization or individual may be required to provide comprehensive general liability insurance in an amount specified by the Risk Management Dept. If insurance is required, the City of Wildwood must be listed as "Additional Insured" and an original copy of the insurance certificate provided.
6. The City of Wildwood has the right to request a State Certified Police Officer or Licensed Security Guard for such events they feel warrant the need for the additional security measures at renter's expense.

SAFETY AND HEALTH ISSUES:

1. Wall and floor electrical outlets are provided. Normal care must be taken in the use of these items. Care must be taken not to overload the circuits.
2. Congregating, loitering, or lingering in the parking area is prohibited to prevent accidents and injuries, fights, etc.
3. The renting organization shall neither erect nor operate on the premises, without consent of the City Manager, any machinery, or equipment operated by electrical or other power, nor shall renter install any wires or electrical appliances without consent. All electrical wires, etc. if approved, that are laid across the floor must be covered over the entire length with mats or carpets so as to prevent any possibility of tripping by anyone.
4. No flammable substances, open flames, candles, fireworks, or sparklers of any kind inside or outside the facility.
5. Do not sit on tables as there is always the possibility of collapse - chairs are provided for sitting.
6. All tables used for food (both serving and dining) must be covered with either cloth or plastic table covers by order of State of Florida Health Department.
7. The City has the right to request a State Certified Police Officer or Licensed Security Guard for such events they feel warrant the need for the additional security measures, at renter's expense.
8. If City deems necessary, the renting organization or individual may be required to provide comprehensive general liability insurance in an amount specified by City. If insurance is required, the City of Wildwood must be listed as "Additional Insured" and an original copy of the insurance certificate provided.

USER CLEAN-UP RESPONSIBILITIES:

1. No extra time will be allotted at the end of the rental period for cleanup. Renters must be aware that the facility MUST be vacated and cleaned by the time their rental period ends. If not, then the **Damage/Security/Clean-Up Deposit** may be used to cover this additional expense. Times listed in the facility rental contract must include set-up and clean up.
2. To leave the facility in a condition and ready for the next renter without additional work or cleaning necessary, with the exception of final floor cleaning to be performed by the City cleaning crew. In order to receive **Damage/Security/Clean-Up Deposit** back and to be considered in the future, the facilities used must be left in the same condition as found:

TRASH:

1. A dumpster for facility use is provided for renter(s). All waste from the renter's use of facility is to be bagged in plastic bags and placed in the dumpster.
2. All trash cans inside the facility must be emptied AND clean bags left in each can.
3. Garbage cans are provided around the facility and, if full, renter(s) are to then use the dumpster.
4. Only waste generated by use of the facility may be placed in the dumpster

TABLES & CHAIRS:

1. All tables used must be washed with warm soapy water and dried prior to stacking on table dollies.
2. Chairs must be wiped of any spills, including chair legs prior to stacking on chair dollies.
3. Must properly stack chairs and tables on dollies as provided, after use.
4. Tables, chairs, table dollies, and chair dollies must be counted.

FOOD SERVICE AREAS:

1. Floors must be swept and mopped and be free of all food items.

2. Walls, ceilings, and doors are the responsibility of the renter and shall be cleaned of all imperfections or marks to the standard prior to the booking.
3. All counter tops, cabinets, and drawers shall be emptied of all items. Countertops and any food or marks on cabinets, drawers, shelves, etc. shall be cleaned to the pre-booking condition.
4. Refrigerator and freezer shall be emptied of all food items (including ice) and shall be wiped clean inside and outside of any spills to the pre-booking condition.
5. Oven shall be emptied of all food items and wiped clean to the pre-booking condition.
6. Stovetop and burner pans must be wiped clean to the pre-booking condition.
7. Microwave oven shall be emptied of all food items and cleaned to the pre-booking condition.
8. Sinks shall be emptied of all food items and cleaned to the pre-booking condition.
9. Trash cans shall be emptied and a clean plastic bag inserted.

MAIN ROOM(S):

1. The floor(s) shall be swept and mopped and be clear of all food items and things brought into the facility, except that the actual final cleaning of the floor shall be the responsibility of the City cleaning crew.
2. Any decorations installed by the renter shall be completely removed, including any marks left, prior to vacating the facility.
3. Walls, ceilings, and interior doors are the responsibility of the renter and shall be cleaned of all imperfections or marks to the standard prior to the booking.
4. Doors shall be cleaned of all marks to the standard prior to the booking.
5. Water fountain shall be clean to the pre-booking condition.
6. Plants/Flowers must be left clean and undamaged.
7. Flags must be left clean and undamaged.
8. Trash cans shall be emptied and a clean plastic bag inserted.

RESTROOMS (MEN'S AND WOMEN'S):

1. Floors shall be swept and mopped and be free of all debris (tissue, towels, etc).
2. Trash cans and sanitary product disposals shall be emptied and a clean plastic bag inserted.
3. Walls, stalls, and ceilings shall be cleaned of all imperfections or marks to the standard prior to the booking.
4. Sinks shall be clean of all debris (hair, towels, etc.) to the pre-booking condition.
5. Toilets and urinals shall be clean of all debris and flushed to the pre-booking condition.
6. Towel dispensers shall be clean to the pre-booking condition.

EXTERIOR AREAS – GROUNDS & PARKING:

1. All areas utilized must be cleaned up before leaving, including the entrance road, walkways, grass areas, park areas, parking, travel ways, and other areas accessible to the renter and their guests; renter(s) is responsible for cleanup. (In the event of multiple users, all are responsible).
2. To police the area used, inside and outside to confirm that ALL is clean.
3. Exterior walkway(s) must be free of any trash debris.
4. Parking area used by renter and guests shall be cleaned of all trash and debris.
5. Grass area (if used) shall be free of all trash and debris.

Doris,

Reference the Fire Advisory Board (FAB)

By Ordinance FAB meetings are held every other month, starting in January, unless requested to meet more often by the FAB. The current FAB Chair requested that the FAB meet monthly on the first Wednesday of each month, starting at 6:00 pm. The meetings are typically held here in Bushnell in Rm 142 of the Government Offices Plaza, 910 N. Main St. Bushnell.

Elections for officers for the FAB is actually being held tonight, so I don't know if the current schedule will remain, or if the new officer (if any) wish to go back to the original, every other month which would be; January, March, May, July, Sept., November. We'll let you know.

The FAB will need notification on your City's letterhead of the change of representation when it does occur. The representative does not need to be a member of your elected commission, (several cities do designate a council or commission member and that is fine, too), but does need to be selected by your commission to serve in their best interests as the Commissions / City's representative on the FAB. Whether that person needs to be a resident of your city is again up to your city rules, some do, but the County ordinance states only that they must be a resident of Sumter County, and be determined by whatever means the city or agency uses to determine representatives.

I hope this answers Robert's questions.

William M Gulbrandsen, BPA, EMT-P, CFO

Fire Chief-Sumter County Fire Rescue

352-793-0212

From: Doris King [mailto:dking-wildwood@cfl.rr.com]
Sent: Monday, January 04, 2010 3:01 PM
To: Gulbrandsen, Bill
Cc: Pam Law
Subject: Sumter County Fire Dept. Advisory Board

Bill,

Our commission representative to this board (John Johnson) will no longer be on the Board of Commissioners after Don Clark is sworn in on January 11th. We will, therefore, be appointing another commission rep.

Robert would like to know who could serve from the city (other than himself as he has so much on his plate), or, do you need more than a commission rep?

Also, please confirm the date and time of each month that the meetings are held, and where.

Thanks,

Doris T. King

1/7/2010

Doris King

From: Gulbrandsen, Bill [Bill.Gulbrandsen@sumtercountyfl.gov]
Sent: Thursday, January 07, 2010 10:04 AM
To: Doris King
Cc: Arnold, Bradley; Alderman, Mary
Subject: RE: Sumter County Fire Dept. Advisory Board

Doris,

The next Fire Advisory Meeting will be held Feb. 3rd here in Bushnell at the Gov't Office Complex Rm. 142, starting at 6:00 PM. I informed the FAB on the pending change of representation from Wildwood and they acknowledged same.

FYI – The FAB held their elections last night and the new Chairman is Duane Carlson of the Tri-County area and Vice-Chair is Mr. Levi Soloman of the Royal area.

William M Gulbrandsen, BPA, EMT-P, CFO

Fire Chief-Sumter County Fire Rescue

352-793-0212

From: Doris King [mailto:dking-wildwood@cfl.rr.com]
Sent: Thursday, January 07, 2010 8:56 AM
To: Gulbrandsen, Bill
Subject: RE: Sumter County Fire Dept. Advisory Board

Thanks, I did get it.

Doris T. King
EXECUTIVE ASSISTANT
City of Wildwood
100 N. Main Street
Wildwood, FL 34785
352-330-1330 Ext. 110
352-330-1338 Fax

Email Address: dking-wildwood@cfl.rr.com
Website: www.wildwood-fl.gov

1/7/2010

SUMTER COUNTY ORDINANCE NO. 2009- 05

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA ESTABLISHING THE SUMTER COUNTY CONSOLIDATED FIRE RESCUE SERVICE AS THE SOLE PROVIDER OF FIRE PREVENTION AND PROTECTION WITHIN ALL OF SUMTER COUNTY EXCEPT THE VILLAGES FIRE DISTRICT PROVIDING FOR PROCEDURES, PROVIDING FOR A FIRE CHIEF AND OTHER FIRE CHAIN OF COMMAND, CREATING A FIRE RESCUE ADVISORY BOARD, PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE SUMTER COUNTY CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, protection from the ravaging devastation of fire, rescue from life threatening emergencies and the enforcement of fire prevention codes and ordinances is in the public interest, and;

WHEREAS, the Board of County Commissioners of Sumter County (COUNTY) is charged to provide to protect the public interest, and;

WHEREAS, the Board of County Commissioners of Sumter County is specifically authorized by Fla. Statute §125.01 (d) to provide fire protection and enforce the Florida Fire Prevention Code, and;

WHEREAS, the Board of County Commissioners of Sumter County is specifically authorized by Fla. Statute §125.01 (Q) to establish taxing units and levy special assessments to fund fire protection, and;

WHEREAS, the Board of County Commissioners of Sumter County has established two Municipal Service Benefit Units in the county, one covering the Villages development and the other covering the remainder of Sumter County, and;

WHEREAS, historically fire protection in Sumter County was provided through contracts with many independent fire departments and the five municipalities in Sumter County, the Board of County Commissioners has determined it is in the best interests of the citizens and residents of Sumter County to consolidate all fire prevention and protection within a singular fire rescue service and chain of command (except that portion of Sumter County served by the Villages Department of Public Safety, which is covered separately via a contract between the Village Center Community Development District (VCCDD) and the Board of County Commissioners of Sumter County ("COUNTY").

NOW, THEREFORE; BE IT ORDAINED by the COUNTY, as follows:

Section 1 CREATION: There is hereby established the Sumter County Fire Rescue Department (DEPARTMENT). The DEPARTMENT shall be the sole provider of fire suppression, fire prevention, extrication, rescue and emergency response to incidents including man-made or natural disasters that are not primarily law enforcement or

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emergency medical in nature in the geographical limits of Sumter County, Florida, with the exception of that portion of Sumter County as denoted in the contract between Villages Center Community Development District ("VCCDD") and the Board of County Commissioners of Sumter County ("COUNTY").

Section 2 JURISDICTION: The geographical area of jurisdiction for the DEPARTMENT shall be the entire geographical area of Sumter County except that portion of Sumter County as noted and described in the contract between VCCDD and COUNTY, but shall include any other area, township or municipality subject to an inter agency or inter-local agreement, contract, automatic or mutual aid pact approved by the COUNTY.

Section 3 FIRE CHIEF: There is hereby established the position of Fire Chief. The Fire Chief shall oversee, direct and administer the operation of the DEPARTMENT. The Fire Chief shall serve as the countywide Fire Chief, and as the highest-ranking officer and chief executive of the DEPARTMENT. The Fire Chief shall report and answer to the County Administrator. The Fire Chief shall oversee the operation of the DEPARTMENT and work closely with the authorities having jurisdiction over law enforcement, water supply, public works, emergency management, planning/development and emergency medical services among other services to provide for protection of the public interest in those instances that involve those other jurisdictions and departments. The Fire Chief shall work closely with all State and Federal agencies in protection of the public interest in those instances and disasters which involve said State and Federal agencies, including but not limited to the office of the State Fire Marshall, the Division of Forestry, the Department of Emergency Management, the Federal Emergency Management Agency, the United States Fire Administration, the Office of Homeland Security, and other agencies as required. The Fire Chief shall have the authority to implement procedures and to establish an organizational structure including the delegation of rank and authority to carry out the mission of the DEPARTMENT. All subordinate positions of rank within the DEPARTMENT system will follow the organized structure chain of command and authority. The Fire Chief shall have superior authority over municipal officials of municipalities that have entered into an inter-local fire safety agreement with the County concerning matters of fire and emergency rescue, fire safety, fire prevention, fire inspection, and general fire rescue and prevention policy.

Section 4 ADVISORY BOARD: There is hereby created a Sumter County Fire Rescue Advisory Board (Advisory Board), the purpose of which is to provide input for the public interest to the Fire Chief and the COUNTY concerning issues related to fire prevention and protection and the consolidated fire rescue service. Each City and each unincorporated area of the County that formerly operated independent fire departments, namely Oxford, Royal, Lake Panasoffkee, Tri-County, and Crooma-Coochee, having become a part of the consolidated DEPARTMENT will be entitled to one voting position on the Advisory Board and will select its voting member and alternate to the Advisory Board through its own means, policies, and procedures so long as the person appointed is a resident of Sumter County. The alternate position shall fill the voting member position

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in the event of the voting member's absence. Absence is defined by the voting member not being present for the roll call to determine the quorum before any action occurs by the Advisory Board. The COUNTY will appoint one (1) voting member and alternate to the Advisory Board, who shall not be the Fire Chief. The maximum number of members on the Advisory Board will be eleven (11) members and eleven (11) alternates. A quorum shall consist of six (6) members. A simple majority of the voting members present at any meeting will be required for actions or recommendations to pass. The Advisory Board is subject to all rules, regulations and statutes applying to advisory boards in Sumter County, Florida, including open meeting and public records requirements. The Advisory Board will meet at least twelve (12) times annually, at least once per month, with proper public notice. The Advisory Board may schedule additional meetings, as it deems necessary with due public notice. The Advisory Board will select its own Chairperson and Vice Chairperson. Any member or alternate of the Advisory Board or the Fire Chief may request items to be placed on the agenda. Actions and recommendations of the Advisory Board will be forwarded to the County Administrator and the COUNTY. The Advisory Board shall not have authority to enter into inter-local agreements, contracts or other binding legal documents on behalf of the COUNTY.

Section 5 REPEALER: All ordinances or parts of ordinance in conflict herewith are and the same are hereby repealed to the extent of such conflict.

Section 6 SEVERANCES: If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

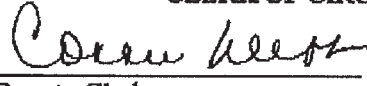
Section 7 CODIFICATIONS: It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Sumter County Code and the word "ordinance" may be changed to "section", "article" or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.

Section 8 EFFECTIVE DATE: This Ordinance shall become effective on March 24, 2009.

DONE AND ORDAINED this 24 day of March, 2009 in regular session by the Sumter County Board of County Commissioners.

ATTEST: GLORIA HAYWARD
CLERK OF CIRCUIT COURT

SUMTER COUNTY, FLORIDA


Deputy Clerk


By: Garry Breeden
Chairman



CITY OF WILDWOOD BOARDS & COMMITTEES

Christmas Parade & Winter Fest Committee

(Meets monthly? throughout the year)

6-Members

Greenwood Cemetery Board

(Meets only when there is something to discuss)

5-Members

1-City Staff Liaison

Parks & Recreation Board

(Meets Monthly on the 1st Tuesday of every month at 6:00 p.m.)

10-Members

1-City Staff (P & R Coordinator)

1-Commission Liaison

Wildwood Growers' Market Oversight Committee

(Meets monthly or every other month – still in 1st year)

8-Members

1-City Staff Liaison (City Mgr.)

1-Market Mgr.

1-Sumter County Extension/UF Liaison

1-Commission Liaison

Wildwood Improvement Committee / City Tree Board

(Indicated that 2009 would be this committee's last year as the members are too old to continue.

This committee raised funds to purchase the plants that they gave away each year at our Arbor Day / Tree City USA celebration)

(Meets monthly at the Ole Coffee House)

4-Members (was more at one time)

NEW Tree/Beautification Board

(Has never met as a committee)

3-Applications

Friends of the Wildwood Library *(No longer a COW board now that the County has acquired our Library; many of the members are not happy with the County and will probably drop out)*

38-Active Members (Members were not appointed by the City)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT
(at UAO's Sole Expense)

Financial Project ID: 411257-3-52-01	Federal Project ID: N/A
County: Sumter	State Road No.: 35
District Document No: 2	
Utility Agency/Owner (UAO): City of Wildwood	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "FDOT, and the **City of Wildwood**, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the **UAO** owns or desires to install certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the **FDOT**, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as FPID 411257-3-52-01, State Road No. 35, hereinafter referred to as the "Project"; and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment, or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, under the law of the State of Florida, the Utility Work must be performed at the sole cost and expense of the **UAO**; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Performance of Utility Work

- a. The **UAO** shall perform the Utility Work in accordance with the utility relocation schedule attached hereto as Exhibit A and by this reference made a part hereof (the Schedule) and the plans and specifications for the Utility Work which have been previously approved by the **FDOT** (the Plans), said Plans being incorporated herein and made a part hereof by this reference. If the Schedule and the Plans have not been prepared as of the date of the execution of this Agreement, then the Utility Work shall be performed in accordance with the Plans, and the Schedule that are hereafter prepared in compliance with the notice previously sent to the **UAO** which established

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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the terms and conditions under which those documents are to be prepared. The **FDOT's** approval of the Plans shall not be deemed to be an adoption of the Plans by the **FDOT** nor a substitution for the proper exercise of engineering judgment and the **UAO** shall at all times remain responsible for any errors or omissions in the Plans. The Utility Work shall include all Facilities located on the Project and neither the failure of the **UAO** to include all of the Facilities in the Schedule, nor the Plans, nor the failure of the **FDOT** to identify this omission during its review of the Plans shall relieve the **UAO** of the obligation to make those Facilities part of the Utility Work. Time shall be of the essence in complying with the total time shown by the Schedule for the Utility Work as well as any and all interim time frames specified therein. The Utility Work shall be performed in a manner and using such methods so as to not cause a delay to the **FDOT** or its contractors in the prosecution of the Project. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans or the Schedule (including location of the Facilities and the proper inclusion of all Facilities as part of the Utility Work as stated above); failure to perform the Utility Work in accordance with the Plans and Schedule; or failure of the **UAO** to comply with any other obligation under this Agreement or under the law.

- b. All Utility Work shall be performed by **UAO's** own forces or its contractor at the **UAO's** sole cost and expense. The **UAO** shall be responsible for obtaining any and all permits that may be necessary to perform the Utility Work. The **FDOT's** Engineer (as that term is defined by the **FDOT's** Standard Specifications for Road and Bridge Construction) has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** Engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans and Schedule as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project and shall stop work or modify work upon order of the **FDOT's** engineer as determined by the **FDOT's** engineer to be necessary for public health, safety or welfare. The **UAO** shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the **UAO** pursuant to subparagraph 1 a.
- c. After the **FDOT** has received a proper Schedule and Plans, the **FDOT** will issue a notice to the **UAO** which authorizes the Utility Work to proceed. The **UAO** shall notify the appropriate **FDOT** office in writing prior to beginning the Utility Work and when the **UAO** stops, resumes, or completes the Utility Work. The Utility Work shall be performed under the conditions of, and upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to, the Utility Permit _____. *(Note: Intent of this line is to allow either attachment of or separate reference to the permit).*

2. Claims Against UAO

- a. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will, in accordance with the **FDOT's**

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procedure, notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.

- b. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.

3. Out of Service Facilities

No Facilities shall be left in place on **FDOT's** Right of Way after the Facilities are no longer active (hereinafter Placed out of service/Deactivated) unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities Placed out of service/Deactivated, but only to said Facilities Placed out of service/Deactivated:

- a. The **UAO** acknowledges its present and continuing ownership of and responsibility for Facilities Placed out of service/Deactivated.
- b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the **UAO**. In the event of a breach of this Agreement by the **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of subparagraph 3. e. below.
- c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests concerning the Facilities that are Placed out of service/Deactivated of the **FDOT** or other permittees using or seeking use of the right of way.
- e. The **UAO** shall remove the Facilities upon 30 days prior written request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. In the event that the Facilities that are Placed out of Service/Deactivated would not have qualified for reimbursement under this Agreement, removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make

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any claim of any nature whatsoever with regard thereto. In the event that the Facilities that are Placed out of Service/Deactivated would have qualified for reimbursement only under Section 337.403 (1)(a), Florida Statutes, removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto because such a removal would be considered to be a separate future relocation not necessitated by the construction of the project pursuant to which they were Placed out of service/Deactivated, and would therefore not be eligible and approved for reimbursement by the Federal Government. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement for other reasons, removal of the out of service Facilities shall be reimbursed by the **FDOT** as though the Facilities had not been Placed out of service/Deactivated. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.

- f. Except as otherwise provided in subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in the Facilities or the discharge of hazardous substances or materials from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

4. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT** until such time as the breach is cured.

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- (4) Pursue any other remedies legally available.
 - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
 - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

5. Indemnification

FOR GOVERNMENT-OWNED UTILITIES:

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES;

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The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

6. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

- a. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- b. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

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- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into joint agreements for Utility Work to be performed by **FDOT's** highway contractor. To the extent that such a joint agreement exists, this Agreement shall not apply to Facilities covered by the joint agreement. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. Time is of the essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

If to the **FDOT**:

District Utility Engineer
719 S. Woodland Blvd., MS 2-546
DeLand, FL 32720-6834

8. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK AGREEMENT

(at UAO's Sole Expense)

may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT
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You MUST signify by selecting or checking which of the following applies:

- ☒ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Wildwood

BY: (Signature)

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

Recommend Approval by the District Utility Office

BY: (Signature)

DATE: _____

FDOT Legal review

BY: (Signature)

DATE: _____

District Counsel

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: (Signature)

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT
(at UAO's Sole Expense)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

TO: Robert Smith, City Manager

FROM: Cindy Jones, Building Services Coordinator/Code Enforcement Inspector

RE: 806 North Warfield Avenue

DATE: January 5, 2010

An inspection was conducted on August 20, 2008 of the above-captioned property. At that time the property was determined to have overgrown vegetation on it. A letter dated August 22, 2008 was sent to the owner advising him of the violation and requiring him to appear for hearing on October 7, 2008 should the lawn not be mowed. (The owner was cited to the October hearing because there was not enough time to get him into the September hearing.)

Subsequently, and unknown to Staff, the mortgage company commenced foreclosure proceedings and filed a Notice of Lis Pendens in the public record on September 15, 2008.

Our hearing took place on October 7, 2008 and an Order of Enforcement was entered on October 14, 2008. This Order was subsequently recorded in the public record as a lien on December 15, 2008.

The City's Order/lien should have been extinguished through the foreclosure action, however, it was not.

I received a call from Robin Collins/Apple Title Company, who advised that the lien continues to cloud the title. She had a closing scheduled for the end of December to convey the property to a new owner.

Ms. Collins requested that the City record a document to clear the title for the new owner. Because of the time used in typing the attached Release of Order of Enforcement and Lien and having Ms. Blair review same, this is the earliest that the matter could be placed on the agenda.

I am requesting that this be added to the Commission's agenda for their review and would recommend approval of the release.

Thank you.

cj

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF WILDWOOD, FLORIDA

City of Wildwood, Florida,

Petitioner,

v

Case No. SM-041-08

Don A. Young, Jr.,

Respondents.

RELEASE OF ORDER OF ENFORCEMENT AND LIEN

KNOW ALL MEN BY THESE PRESENTS, that the City of Wildwood, Florida, the petitioner in the above-styled cause, does hereby acknowledge release in full of that certain Order of Enforcement rendered on the 14th day of October, 2008, in a proceeding before the City of Wildwood Code Enforcement Special Magistrate against Don A. Young, Jr., the respondent therein, said Order of Enforcement being duly recorded in Official Records Book 2019, pages 172 and 173, 2008 32779, of the Public Records of Sumter County, Florida.

WITNESS my hand this ____ day of January, 2010.

CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

Signed, Sealed and Delivered
In the Presence of:

Witness

Printed Name

Satisfaction of Order of Fine and Lien
Young/SM-041-08
Page 2 of 2

Witness

Printed Name

STATE OF FLORIDA

COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of January, 2010,
by Ed Wolf, who is personally know to me and did not take an oath.

SEAL

Notary Public

Typed or printed name of Notary
My Commission Expires:

BILLS FOR APPROVAL
City of Wildwood, Florida
January 11, 2010

3. NEW BUSINESS – ACTION REQUIRED f. Financial - 1. Bills for Approval

CITY COMMISSION-LEGISLATIVE DEPARTMENT

1	Bank of America	Hyatt Hotel - R Allen Legislative Conference	\$	193.47
2	Classic Tents & Events, LLC.	Tent Rental - Winterfest	\$	390.00
3	Ernie Morris Enterprises, Inc	Office Supplies	\$	20.19
4	Leesburg Rent - All	Towable Light Tower - Generator - Winterfest	\$	148.00
5	Moore Awards Inc	Plaques for Winterfest and J. Johnson	\$	310.84

CITY MANAGER-EXECUTIVE DEPARTMENT

6	Payroll	January 3, 2010 Pay Period - 3 Employees	\$	9,229.29
7	Bank of America	Florida Bar	\$	145.00
8	Bright House	Internet Service	\$	21.00
9	Dept of Management Services	Phone Service	\$	65.91
10	Dept of Management Services	Phone Service	\$	4.59
11	Ernie Morris Enterprises, Inc	Office Supplies	\$	43.97
12	IMS	Computer Maintenance Contract	\$	183.92
13	Office Depot	Office Supplies	\$	69.91

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

14	Payroll	January 3, 2010 Pay Period - 4 Employees	\$	10,114.81
15	Bank of America	AVG.com, Norton	\$	137.10
16	Bright House	Internet Service	\$	27.95
17	Capital Office Products	Office Supplies	\$	21.67
18	Daily Commercial	Subscription & Ads	\$	183.36
19	Dept of Management Services	Phone Service	\$	134.91
20	Dept of Management Services	Phone Service	\$	5.15
21	EGP	Copier Maintenance Contract	\$	47.43
22	Ernie Morris Enterprises, Inc	Office Supplies	\$	74.97
23	Federal Express	Postage	\$	97.69
24	G Neil	W-2 Forms and Envelopes	\$	213.93
25	IMS	Computer Maintenance Contract	\$	578.16
26	M & D Technologies	Internet Service Repair	\$	127.50
27	Office Depot	Office Supplies	\$	123.74
28	Progress Energy	Electric Service	\$	2,689.05
29	Wildwood Ace Hardware	Tent Pegs, Mini Xmas Lights, Cable Ties, Ext Cords	\$	85.21

BUILDING SERVICES

30	Payroll	January 3, 2010 Pay Period - 3 Employees	\$	7,129.71
31	Bank of America	Transcriber	\$	187.34
32	Bright House	Internet Service	\$	21.00
33	Dept of Management Services	Phone Service	\$	88.91
34	Dept of Management Services	Phone Service	\$	6.02
35	EGP	Copier Maintenance Contract	\$	11.23
36	Ernie Morris Enterprises, Inc	Office Supplies	\$	12.54
37	IMS	Computer Maintenance Contract	\$	169.77
38	Sumter County Times	Ad	\$	18.78
39	Universal Engineering Sciences	Municipal Support - Permit Tech	\$	1,340.00

DEVELOPMENT SERVICES

40	Payroll	January 3, 2010 Pay Period - 4 Employees	\$	8,853.62
41	Bank of America	Adobe Acrobat 9 Pro	\$	449.00

3. NEW BUSINESS – ACTION REQUIRED**f. Financial -****1. Bills for Approval**

42	Bright House	Internet Service	\$	28.00
43	Daily Commercial	Ad	\$	206.32
44	Dept of Management Services	Phone Service	\$	65.91
45	Dept of Management Services	Phone Service	\$	4.58
46	EGP	Copier Maintenance Contract	\$	11.24
47	IMS	Computer Maintenance Contract	\$	169.78

POLICE DEPARTMENT

48	Payroll	January 3, 2010 Pay Period - 26 Employees	\$	63,713.60
49	A-Line Fire & Safety, Inc.	Extinguisher Service and Inspection	\$	37.45
50	Car Quest	Window Lift, Battery, Radiator, Sensor, Etc	\$	375.61
51	Cason & Gaskins TV Inc	Whistler Inverter, i580 Holster	\$	69.98
52	Dept of Management Services	Phone Service	\$	138.00
53	Dept of Management Services	Phone Service	\$	38.48
54	EGP	Copier Maintenance Contract	\$	76.54
55	Ernie Morris Enterprises, Inc	Office Supplies	\$	84.67
56	Jeff Revis Wrecker Service, Inc	Tow	\$	90.00
57	Key Scales Ford	Cylinder Asy	\$	95.19
58	Law Enforcement Supply	Pants, Collar Bras	\$	165.33
59	LKQ	Rear Axle Assy	\$	900.00
60	Progress Energy	Electric Service	\$	239.70
61	Wildwood Ace Hardware	Spray Paint, Clorox, Ford Key	\$	22.94
62	Wildwood Tire Company	Tires and Tire Repairs	\$	876.67

STREET DEPARTMENT, MECHANIC

63	Payroll	January 3, 2010 Pay Period - 9 Employees	\$	13,784.82
64	Big Truck Parts Inc	Filters	\$	258.69
65	Bright House	Internet Service	\$	79.95
66	Capital Office Products	Office Supplies	\$	118.73
67	Car Quest	Blower Switch, Brake Rotor, Prestone, Etc.	\$	352.86
68	C.W. Barricades, Inc.	Barricades	\$	150.00
69	Department of Corrections	Work Squad 1st Quarter	\$	14,116.75
70	Dept of Management Services	Phone Service	\$	80.50
71	Dept of Management Services	Phone Service	\$	1.55
72	Ernie Morris Enterprises, Inc	Office Supplies	\$	42.72
73	Orlando Steel Ent., Inc.	Gate	\$	226.45
74	Progress Energy	Electric Service	\$	214.73
75	Salescorp of Florida, Inc	Gatorade	\$	54.00
76	Unifirst	Uniforms	\$	533.84
77	UPS	Postage	\$	9.29
78	Wildwood Ace Hardware	Drilling Hammer, Stakes, Asphalt Patch, Etc	\$	739.64
79	Wildwood Mower & Saw	Backpack Blower, Edger Commercial	\$	649.94
80	Wildwood Tire Company	Tires and Tire Repairs	\$	544.40

COMMUNITY RE-DEVELOPMENT

81	Payroll	January 3, 2010 Pay Period - 1 Employee	\$	2,471.03
82	Bright House	Internet Service	\$	7.00
83	Cason & Gaskins TV Inc	i580 Holster	\$	9.99
84	Dept of Management Services	Phone Service	\$	65.90
85	Dept of Management Services	Phone Service	\$	4.58

GROWERS MARKET

86	Bright House	Internet Service	\$	7.00
87	Dept of Management Services	Phone Service	\$	65.90

88	Dept of Management Services	Phone Service	\$	4.58
89	Unifirst	Uniforms	\$	52.00
90	Wildwood Ace Hardware	Cinch Sack Lawnbag	\$	12.99

PARKS AND RECREATION

91	Payroll	January 3, 2010 Pay Period - 4 Employees	\$	6,084.55
92	Big Truck Parts, Inc	Filters	\$	33.07
93	Bright House	Internet Service	\$	7.00
94	Car Quest	Tail Lamp, Oil / Fuel Filter	\$	28.20
95	Central Hydraulics Hose & Acc.	Hose Assy	\$	42.92
96	Culligan	Softener Rental	\$	68.40
97	Department of Corrections	Work Squad 2nd Quarter	\$	7,728.94
98	Dept of Management Services	Phone Service	\$	65.90
99	Dept of Management Services	Phone Service	\$	4.58
100	John Deere Landscapes/Lesco	Field Marker, Paint, Herbicide, Target	\$	351.68
101	Progress Energy	Electric Service	\$	325.75
102	Steve Counts Inc	Move Dirt from Millennium to MLK Park	\$	30,861.00
103	Unifirst	Uniforms	\$	108.79
104	WescoTurf	Replace Tine Spring	\$	113.73
105	Wildwood Ace Hardware	Ant Killer, Manure Fork Handle, Rags, Bulbs, Etc	\$	333.24
106	Wildwood Mower & Saw	Starter Pulley, Carburetor, Flex Shaft, Comp Sleeve	\$	246.11
107	Wildwood Tire Company	Tires and Tire Repairs	\$	29.90

COMMUNITY CENTER

108	Besco Electric Supply Company	Bulbs	\$	158.37
109	Bright House	Internet Service	\$	79.95
110	Capital Office Products	Office Supplies	\$	9.24
111	Oracle Elevator	Quarterly Maintenance Contract	\$	384.46
112	Terminix	Yearly Baiting Protection	\$	600.00
113	Unifirst	Rugs	\$	154.95
114	Wildwood Ace Hardware	PVC Pipes, Flag Tape, Push Broom, Etc	\$	46.83

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

115	Payroll	January 3, 2010 Pay Period - 3 Employees	\$	5,035.51
116	Bright House	Internet Service	\$	21.00
117	Capital Office Products	Office Supplies	\$	15.11
118	Dept of Management Services	Phone Service	\$	111.91
119	Dept of Management Services	Phone Service	\$	4.59
120	EGP	Copier Maintenance Contract	\$	47.44
121	Ernie Morris Enterprises, Inc	Office Supplies	\$	306.28
122	IMS	Computer Maintenance Contract	\$	293.92
123	M & D Technologies	Internet Service Repair	\$	127.50
124	Office Depot	Office Supplies	\$	123.75
125	Progress Energy	Electric Service	\$	843.55
126	Wildwood Ace Hardware	Tent Pegs, Mini Xmas Lights, Cable Ties, Ext Cords	\$	85.25

WATER DEPARTMENT

127	Payroll	January 3, 2010 Pay Period - 9 Employees	\$	16,372.51
128	Bank of America	Wal-Mart - Mini Blinds	\$	23.76
129	Big Truck Parts Inc	Filters	\$	37.32
130	Brenntag	Liquid Chlorine	\$	860.96
131	Bright House	Internet Service	\$	79.95
132	Car Quest	Fuel Line, Copper Cables and Lugs, Rtrn Dom Pump	\$	(43.47)
133	Cason & Gaskins TV Inc	I580 Holster	\$	9.99

134	Cindy Chevrolet	Actuator	\$	158.14
135	Department of Corrections	Work Squad 2nd Quarter	\$	2,576.31
136	Dept of Management Services	Phone Service	\$	46.00
137	Dept of Management Services	Phone Service	\$	1.76
138	Dumont Company	Clear Flow, Pump Tubes, Roller Assy, Hypochlorite	\$	5,291.21
139	Ernie Morris Enterprises, Inc	Office Supplies	\$	29.99
140	Ferguson Enterprises, Inc.	PVC GJ Pipe	\$	35,839.40
141	HD Supply Waterworks	Valve Boxes	\$	244.00
142	Martin's Lock Shop, Inc	Entry Knob, Re-Key Cyl. To Key	\$	107.03
143	Plant Technicians	Environmental Testing	\$	560.00
144	Power Flow Technologies	Impeller Kit, Seal Kit, O-Ring Kit	\$	345.83
145	Progress Energy	Electric Service	\$	1,825.22
146	Sumter Electric	Electric Service	\$	3,078.68
147	Sumter Tire & Auto, Inc.	Tires	\$	193.00
148	Terminix	Monthly Pest Control Contract	\$	30.00
149	Unifirst	Uniforms	\$	308.75
150	USA Bluebook	Dispensers, Gloves, Chart Pens, Sampling Station	\$	635.31
151	Wildwood Ace Hardware	Gate Valve, Ball Valve, Pressure Trtd Wood, Caulk	\$	95.78
152	Wildwood Feed Farm & Pet	Mineral Oil	\$	14.95
153	Wildwood Mower & Saw	Carburetor, Air Cleaner	\$	168.25

REFUSE DEPARTMENT

154	Payroll	January 3, 2009 Pay Period - 7 Employees	\$	15,259.03
155	AT&T	Phone Service - GPS System	\$	135.25
156	Car Quest	Fuel Caps, Fan Clutch	\$	93.15
157	C.R. 466A Landfill Facility, LLC.	Tipping Fee	\$	148.70
158	Dept of Management Services	Phone Service	\$	11.50
159	Ocala Freightliner	T-Stat, Waterpump, Temp Sensor, Turn Switch, Etc	\$	2,255.81
160	Ernie Morris Enterprises, Inc	Office Supplies	\$	32.55
161	Progress Energy	Electric Service	\$	74.56
162	Raney's Truck Center	Weather-strip	\$	141.72
163	Salescorp of Florida, Inc	Gatorade	\$	54.00
164	Unifirst	Uniforms	\$	258.95
165	Wildwood Ace Hardware	Simple Green Cleaner, PVC Elbows	\$	31.97
166	Wildwood Tire Company	Tires and Tire Repairs	\$	416.00

WASTEWATER DEPARTMENT

167	Payroll	January 3, 2010 Pay Period - 16 Employees	\$	32,435.21
168	A-Able Septic-Sewer Service, inc	Cake Removal	\$	4,368.00
169	All Terrain Lawn & Tractor	Wheel Asm Caster	\$	138.61
170	Bank of America	La Qunita - L Mount	\$	89.00
171	Big Truck Parts Inc	Filters	\$	45.99
172	Car Quest	Radiator, Cap, Water Pump, Belt, Etc.	\$	127.22
173	Cindy Chevrolet	Valve	\$	182.17
174	Daily Commercial	Ad	\$	88.48
175	Department of Corrections	Work Squad 2nd Quarter	\$	2,576.31
176	Dept of Management Services	Phone Service	\$	92.00
177	Dept of Management Services	Phone Service	\$	5.03
178	Ernie Morris Enterprises, Inc	Office Supplies	\$	175.98
179	Ferguson Enterprises, Inc	PVC Green, Purple Pipe	\$	2,666.60
180	Hardy Diagnostics	TSB HD Wide Mouth Jar, BR Glass Bottle	\$	162.43
181	HD Supply Waterworks	Cleanout Adpt, Thd Plug, PVC	\$	191.00
182	Henry Troemner, LLC	Calibration	\$	385.24
183	HF Scientific, Inc.	Calkit, Cal Set Pocket	\$	460.04

184	ITT Water & Wastewater USA	Alternator, Monitor Phase 3PH, Probe	\$	624.00
185	Miller Bearings	Belt Installation, Fasteners, PRI Mor	\$	763.66
186	MMD Computer	Gate Security System Repair	\$	268.99
187	Odyssey	Hypochlorite Solutions	\$	2,223.60
188	Pro Chem	Red Hot, Skin Therapy, Clean Up	\$	587.61
189	Progress Energy	Electric Service	\$	16,962.45
190	RTC	Residual Chlorine, Simple Nutrients, Etc.	\$	344.00
191	Sumter Tire & Auto, Inc.	Tire Repair	\$	12.50
192	Terminix	Conventional Protection	\$	258.00
193	Test America	Environmental Testing	\$	84.00
194	Unifirst	Uniforms	\$	500.80
195	UPS	Postage	\$	10.44
196	VWR International	Bioindctr, BDH Buffer Blue, Yellow, Red, Disodium	\$	627.42
197	Wildwood Ace Hardware	Shortshank Lock, Strap Hanger, Brackets, Etc	\$	127.99

GREENWOOD CEMETERY

WILDWOOD INDUSTRIAL PARK

ATTORNEYS/CONSULTANTS/SURVEYORS

198	Jerri A Blair	Attorney	\$	9,752.08
199	H & B Consulting	Engineers	\$	656.00
		IMRT Center		
		Misc. Roads & Drainage		
200	Kimley-Horn	Engineers	\$	15,432.92
201	Potter Clement Lowry & Duncan	Attorney	\$	595.00

FUEL INVENTORY

202	Stone Petroleum Products, Inc	Regular Unleaded Gasoline	\$	6,272.32
203	Stone Petroleum Products, Inc	Ultra Low Sulfur Diesel	\$	3,254.82

TOTAL				\$ 392,081.56
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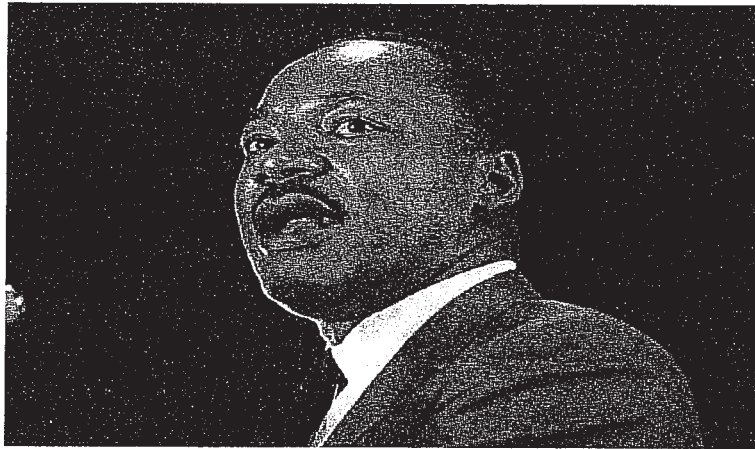
CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST:

Joseph Jacobs, City Clerk

Ed Wolf, Mayor



REV. DR. MARTIN LUTHER KING, JR. CELEBRATION

4th Annual

Saturday, January 16, 2010

Dr. Martin Luther King Park(CR213)

(formally Sea Board Park)

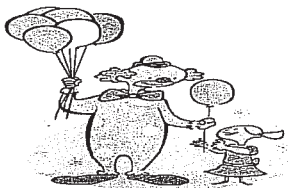
Time: 10am-4pm



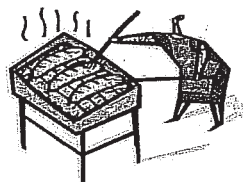
Bike give-away (tickets)



music & dance



Fun for the kids



vendors



crafts

For additional information or vendor space please call 352-461-4648(Gwen)

The 4th Annual Rev. Dr Martin Luther King Celebration
Wildwood, Florida
Martin Luther King Park (CR213)
January 16, 2010

"A day of nonviolence, including unconditional love, tolerance, forgiveness, and reconciliation..."
Rev. Dr. Martin Luther King, Jr.

January 4, 2010

On January 16, 2010 The City of Wildwood will once again recognize a major pioneer in our society, Rev. Dr. Martin Luther King, Jr. On this day we will commemorate the universal revolutionary spirit of a man that has empowered many of us to build character trust and compassion for all humanity. Our City will partake in a fun filled Festive Celebration.

The committee is asking for your support in order to make this event successful. Any and all support would be greatly appreciated. Your presence will also enable us to display support, love, and togetherness to our community.

Thank you for your consideration and generosity. If any additional information is needed, please contact me at 352-461-4648(Gwen) or email me at glewisbrown@aol.com or Pastor T. Jones at 352-484-5820

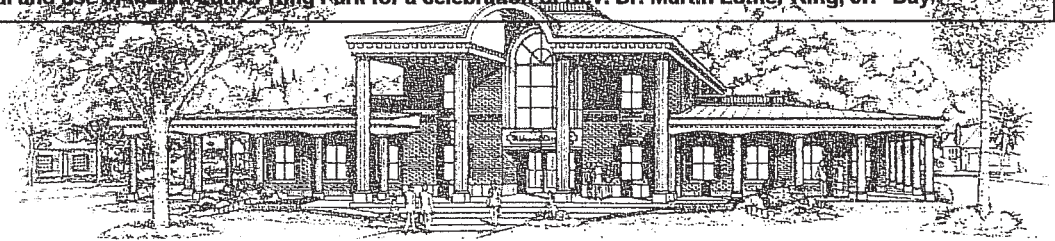
Sincerely ,

Event Staff

"every one is invited"

City of
Wildwood,

Florida



100 N. Main Street

Wildwood, FL 34785

352-330-1330

PARADE APPLICATION FORM

NAME OF

ORGANIZATION: B.W. City ministries

Address: POX 57 Wildwood FL 34785

Telephone No: (352) 330-1637

Cell Phone No: (352) 484-5820

TYPE OF PARADE: Dr MLK

(i.e. Christmas; Homecoming; Independence Day; Easter, etc.)

DATE OF PARADE: 1-16-10

OBJECT (THEME) OF
PARADE: _____

CONTACT PERSON: Pastor Tony Jones

(Responsible Party)

Address: 10175 C.R. 229 Oxford 34484

Telephone No: (352) 484-5820

Cell Phone No: Same

CONTACT PERSON: Gwen Brown

(Responsible Party)

Address: _____

Telephone No: (352) 461-4648

Cell Phone No: Same

Time of Parade: 9:00 AM Time Lineup Begins: 8:00 AM Time Parade Begins: 9:00 AM

Number of Entries: _____ Approximate Length of Parade (i.e. Minutes/Hours) _____

DO YOU HAVE YOUR OWN BARRICADES AND/OR YELLOW/ORANGE FLORESCENT RIBBON: YES _____ NO ☒

IF NO, ARE YOU REQUESTING ASSISTANCE WITH BARRICADES: YES ☒ NO _____

WILL YOUR ORGANIZATION BE RESPONSIBLE FOR THE COSTS INVOLVED WITH THIS PARADE: YES _____ NO ☒
(i.e. Police Department Employees; Public Works Employees; other manpower if necessary, etc.)

ARE YOU REQUESTING THAT THE CITY OF WILDWOOD BEAR THE EXPENSE FOR THIS PARADE: YES ☒ NO _____

Do you have adult volunteers to assist in traffic control: YES ☒ NO _____ If YES, please list their name and telephone numbers where they may be contacted:

REQUIRED: NAME, ADDRESS, TELEPHONE NUMBER AND CONTACT PERSON OF YOUR INSURANCE CARRIER:

Terry L. Brown Insurance

(352) 753-9500

POLICY NUMBER: _____ CONTACT PERSON: _____ TELEPHONE: _____

-ATTACH COPY OF CERTIFICATE OF INSURANCE-

NOTE: You are advised that each entry/unit in the parade must complete a Release of Liability and Hold Harmless Agreement for Participation in a parade within the city limits of the City of Wildwood. ALL releases must be returned to the City of Wildwood no later than _____ days prior to the date of the parade. A copy of the release is available to each parade organizer so that you can furnish them to the participants. You are authorized to make as many copies of the release as you need for each entry/unit in this parade.

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT
FOR PARTICIPATION IN A PARADE WITHIN THE CITY OF WILDWOOD

In consideration of the City of Wildwood, Florida, and its agents, employees, and officers, allowing the undersigned, and any organization represented by the undersigned which seeks entry in a parade to be held in Wildwood, Florida, on 1-5-10 (Date of Parade), its/ my agents, employees, and any persons under its / my supervision and / or control, to enter and utilize the premises of the City of Wildwood, Florida for the purpose of holding, participating in or otherwise being involved in a parade to be held in the City of Wildwood, Florida, the undersigned _____, on behalf of myself and _____
(Name of Person Signing Document) _____, which, intending to be legally bound, do hereby, for its / myself, and its / my heirs, executors, assigns, agents, representatives, and insurers (hereinafter "Releasees") agree as follows:

- 1) That any and all activities related to the presence of Releasees and any persons under Releasees' supervision or control on the property of, or under the control of, the City of Wildwood, Florida are solely for Releasees' benefit; and Releasee, therefore, assumes any and all risks of harm, whether personal injury or property damage, arising from or connected with Releasees' presence or the presence of any persons under the care, supervision or control of Releasees on said premises.
- 2) Releasees release and discharge the City of Wildwood, and any of its employees or agencies, from any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death that may be sustained by Releasees and all organizations which Releasees represent, or any property belonging to Releasees or any organization Releasees represent, in said activity, or while in, on, or upon the premises where the activity is being conducted, and further, waive any right Releasees or any organization Releasees represent might otherwise have, and covenant not to sue the City in connection with such liability, claim, demand, action or causes of action.
- 3) The undersigned, on behalf of all Releasees, voluntarily assumes full responsibility for any risk of loss, property, or personal injury, including death, that may be sustained by Releasees and all persons under Releasees' supervision, control or care, or any loss or damage to property owned by Releasee, or any other person under Releasees' care, supervision or control as a result of participation in the parade.
- 4) Releasees further stipulate and agree that while upon the premises of the City of Wildwood, Florida, Releasees will be bound by all orders, rules, and regulations of the City of Wildwood, Florida.
- 5) Releasees further agree to indemnify and hold harmless the City of Wildwood for any claim of personal injury or property damage brought against the City of Wildwood arising out of Releasees participation in the parade, including, but not limited to, any claim by any person under Releasees care, control or supervision for property or personal injury damage. Releasees further agree to indemnify and hold harmless the City of Wildwood for any claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury or property damage brought against the City of Wildwood arising from out of, or occasioned wholly or in part by Releasees' participation in the parade, including, but not limited to, any claim by any person under Releasees' care, control or supervision for property or personal injury damage.

DATE: 1-5-10

Tony Jones

Printed Name of Participant

Tony Jones

Signature of Participant

The undersigned parent or guardian hereby consents to the minor's participation in the above-mentioned activity and waives and releases all right and claims for damages as set forth above.

DATE: _____

Printed Name of Parent / Guardian

Signature of Parent / Guardian

PRODUCED BY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

計量學

INSURERS AFFORDING COVERAGE

NAME #	15032
--------	-------

INSURER: GUIDEONE MUTUAL INS CO

INSURER:

INSURER C:

INBUHAR 25

INSURER F:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
USING 4765 SQ FT FOR CHURCH SERVICES AT 104 N WARFIELD AVE, WILDWOOD, FL 34785.

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

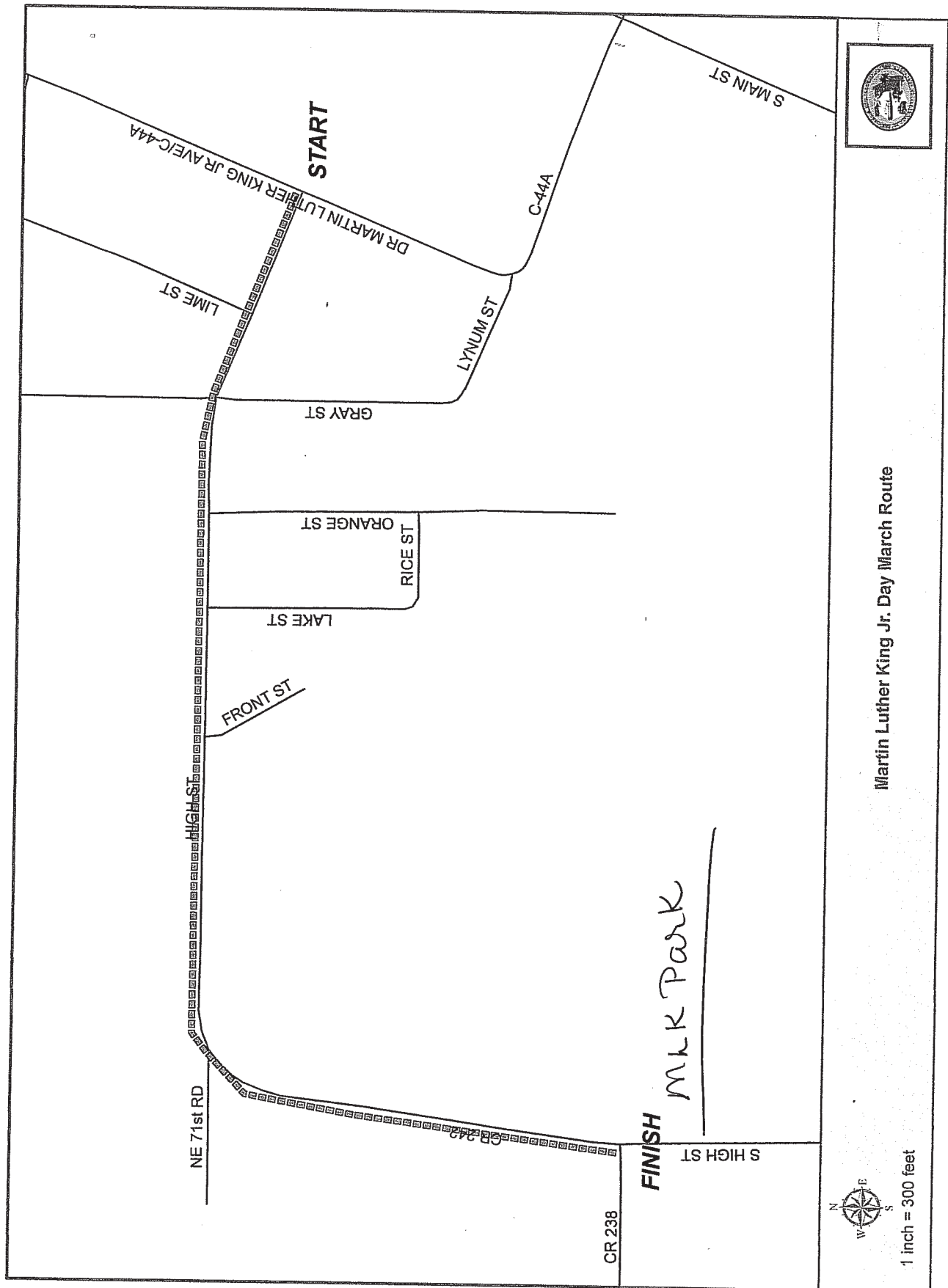
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVE.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1989

3. **NEW BUSINESS--ACTION REQUIRED** g. General Items for Consideration
(2) Request for parade approval and use of Martin Luther King, Jr. Park for a walk and celebration



CONSENT TO PARTIAL ASSIGNMENT OF ERCs UNDER DEVELOPER'S AGREEMENT

THIS CONSENT TO PARTIAL ASSIGNMENT OF ERCs UNDER DEVELOPER'S AGREEMENT ("Consent") is executed effective as of the date of execution hereof by the City of Wildwood, Florida, a Florida municipal corporation (the "City").

WHEREAS:

- A. The City and Power Corporation, a Florida corporation ("Power Corp."), are parties to an "Addendum to Developer's Agreement Between the City of Wildwood, Florida and Power Corporation", as recorded in OR Book 1902, Page 211, of the Public Records of Sumter County, Florida ("the Addendum to Developer's Agreement"), concerning certain real property ("Property") as described therein.
- B. Pursuant to the Addendum to Developer's Agreement, Power Corp. fully paid for 159 water and wastewater ERCs (the "Reserved ERCs"), including full payment of all related connection and TIE fees.
- C. Harrigan Builders, Inc., a Florida corporation ("Harrigan Builders"), has either acquired or has the right to acquire, a portion of the Lakeside Landings Property more particularly described as **Parcels 13, 14, 15, 16, 17 and 18, Regatta at Lakeside Landings, according to the plat recorded at Plat Book 11, Pages 28 & 28A, of the Public Records of Sumter County, Florida (the "Lakeside Landings Parcels")**.
- D. In connection with the conveyance of the Lakeside Landings Parcels, Power Corp. has assigned to Harrigan Builders six (6) water and wastewater ERCs from among the Reserved ERCs remaining and otherwise available to Power Corp. (the "Assigned ERCs").
- E. Power Corp. and Harrigan Builders have requested the City to consent to the assignment of the Assigned ERCs as described above.

NOW THEREFORE, for and in consideration of the matters set forth above (which are incorporated herein by this reference), the City agrees as follows:

- 1. **Consent to Assignment.** The City hereby consents to Power Corp.'s assignment of the Assigned ERCs to Harrigan Builders out of the total Reserved ERCs previously reserved by and available to Power Corp. under the Addendum to Developer's Agreement, and the assignment described herein shall reduce the total Reserved ERCs still available to Power Corp. by six (6) ERCs. Harrigan Builders' right to utilize the Assigned ERCs shall include all TIE fees and connection fees for the Assigned ERCs that Power Corp. has already paid.
- 2. **Limitation on Consent.** This Consent concerns the matters set forth above only. Except as expressly set forth herein, the City does not consent to any further assignment of Power

3. NEW BUSINESS-ACTION REQUIRED
g. General Items for Consideration
3. Request for approval of Consent to Partial
Assignment of ERC's under Developer's Agreement

Corp's rights or obligations under the Developer's Agreement or Addendum to Developer's Agreement.

3. **Acknowledgment by Harrigan Builders.** Harrigan Builders agrees and understands that the rights and obligations of the Developer's Agreement run with the Lakeside Landings Parcels, and that Harrigan Builders will remain responsible to the City to develop the Lakeside Landings Parcels in compliance with the requirements of the Developer's Agreement and Addendum to the Developer's Agreement to the extent that they concern the Lakeside Landings Parcels described herein above.

THEREFORE, the City consents to the assignment of the Assigned ERCs as set forth hereinabove.

Signed, sealed and delivered
In the presence of:

CITY OF WILDWOOD

ATTEST:

Joseph Jacobs, City Clerk

By: _____
Mayor Ed Wolf

(Corporate Seal)
Power Corporation, a Florida
corporation

By: _____
John Agnelli, Sr. Vice President

(Corporate Seal)
Harrigan Builders, Inc. a Florida
corporation

By: _____
Albert Harrigan, Officer